City of Santa Clara

Joint Meeting Agenda

Call and Notice of Special Meeting of the City Council and Santa Clara Stadium Authority Board

Tuesday, May 26, 2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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

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

How to Submit Written Public Comment Before City Council Meeting:

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

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

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor/Chair calls for a Special Meeting of the City Council of the City of Santa Clara and the Board of the Santa Clara Stadium Authority Board, to commence and convene on May 26, 2026, at 5:30 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

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

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

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

Properties:

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

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

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

Negotiating Parties: City of Santa Clara and Santa Clara University

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

Public Comment

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

Convene to Closed Session (Sparacino Conference Room)

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

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

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

CONSENT CALENDAR

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

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

Recommendation:

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

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

Recommendation:

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

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

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

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

Recommendation:

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

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

Recommendation:

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

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

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

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

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

Recommendation:

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

PUBLIC HEARING/GENERAL BUSINESS

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

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

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

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

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

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

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

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

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

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

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

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

MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

26-565 **Agenda Date: 5/26/2026**

SUBJECT

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

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

26-556 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

Properties:

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

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

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

Negotiating Parties: City of Santa Clara and Santa Clara University

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

26-591 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT
Proclamation of May 2026 as Jewish American Heritage Month

BACKGROUND
In recognition of the enduring contributions of Jewish Americans to the cultural, civic, economic, and social fabric of the United States, President George W. Bush first proclaimed Jewish American Heritage Month (JAHM) on April 20, 2006, through the collaborative efforts of Senator Arlen Specter, the Jewish Museum of Florida, and the South Florida Jewish community.

In 2020, the National Museum of American Jewish History in Philadelphia helped reposition Jewish American Heritage Month as a nationwide celebration held each May to honor the rich history, culture, and contributions of Jewish Americans; educate diverse communities about Jewish heritage and traditions; and inspire meaningful conversations about the American Jewish experience, both past and present.

May was selected for Jewish American Heritage Month in recognition of the historic 350th anniversary of Jewish life in America, commemorating the arrival of the first Jewish settlers in New Amsterdam, now known as New York City.

DISCUSSION
Each May, hundreds of organizations and Americans of all backgrounds come together to discover, explore, and celebrate the vibrant and diverse American Jewish experience from the founding of our nation to the present day.

Jane Faershtein and Moshe Gat from the Bay Area Jewish Coalition will be present to receive the Proclamation.

The Bay Area Jewish Coalition (BAJC) is a grassroots organization dedicated to ensuring that Jewish and Israeli Americans can thrive and live safely throughout the Bay Area.

Formed in the wake of the October 7, 2023, terrorist attack in Israel, BAJC works to address the alarming rise in antisemitism through impactful, community-driven solutions and advocacy efforts.

BAJC believes in the power of unity and collaboration, working closely with Jewish organizations, community leaders, schools, colleges, and local governments throughout the region. The organization serves as “boots on the ground” support for Jewish families experiencing antisemitism and advocates for the safety, inclusion, and well-being of the Jewish community.

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

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

ATTACHMENTS

1. Proclamation of May 2026 as Jewish American Heritage Month

City of Santa Clara

Proclamation

WHEREAS, President George W. Bush first proclaimed Jewish American Heritage Month (JAHM) on April 20, 2006, as a result of cooperation with Senator Arlen Specter, as well as the Jewish Museum of Florida and the South Florida Jewish Community; and

WHEREAS, in 2020 the National Museum of American Jewish History in Philadelphia repositioned Jewish American Heritage Month to May to empower communities across the country to celebrate the inspiring history of Jewish people in America; educate diverse public audiences about Jewish culture; and spark crucial conversations about the American Jewish present and future; and

WHEREAS, May was chosen as the month of Jewish American Heritage Month because of the successful 350th Anniversary Celebration of Jews in America marking the Jewish arrival in New Amsterdam. Each May, hundreds of organizations and Americans of all backgrounds join together to discover, explore, and celebrate the vibrant and varied American Jewish experience from the dawn of our nation to the present day; and

WHEREAS, the City of Santa Clara is committed to inclusion and human dignity, and actively condemns antisemitism and all forms of hate, ensuring Jewish Americans are fully embraced in every aspect of civic and communal life.

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

JEWISH AMERICAN HERITAGE MONTH

in the City of Santa Clara and do hereby urge all citizens to recognize and celebrate American Jews' achievements and contributions to the United States of America during the month of May.

Given under my hand and the Seal of the City of Santa Clara, California, this 26th day of May 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-499 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

The California Highway Patrol ("CHP") has acted as a partner agency, providing necessary supplemental law enforcement services at Levi's Stadium events, since 2014, pursuant to various agreements approved by the City Council. On June 25, 2024, the City Council and Stadium Authority Board approved a standard agreement with the California Highway Patrol for traffic management and support services for special events held at Levi's Stadium. CHP duties include traffic management, air operations, SWAT, bicycle patrol, crowd control, and other law enforcement duties, including but not limited to fixed or mobile positions, for which CHP bills the City according to the hourly rates listed in the agreement. The term of the agreement is July 1, 2024 through June 30, 2028, and has a not-to-exceed limitation of $5 million. The costs associated with CHP's services at the Stadium are required to be reimbursed to the City in accordance with Measure J.

As stated in the Agenda Report supporting the 2024 agreement with the CHP (Attachment 1), the parties contemplated a separate, stand-alone agreement with the CHP for services provided in connection with the Super Bowl and FIFA World Cup. On January 13, 2026, the City Council approved an agreement with the CHP for Traffic Management Services related to Super Bowl LX (Attachment 2).

The proposed agreement for services provided in connection with FIFA World Cup has a scope of work as follows, "The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for 2026 Fédération Internationale de Football Association (FIFA) World Cup events at the Levi's Stadium provided by the CHP San Jose Area office." The term of this new agreement is for June 2, 2026 - July 2, 2026, with a maximum compensation of $4,806,520.92 (Attachment 3). As described below, the actual expected expense associated with the CHP services for this period are much lower than the maximum compensation figure stated in the agreement.

DISCUSSION

As the lead law enforcement agency, the Police Department secures local, State, and Federal resources, as necessary, to implement security measures, and corresponding contingency plans, in anticipation of the events currently planned at Levi's Stadium. This includes, but is not limited to, mitigating traffic congestion for event patrons and local traffic, providing a safe venue for attendees, performers, and stadium personnel as well as preventing intrusion into neighborhoods while maintaining access to adjacent business properties. The Police Department is the lead in obtaining

the necessary approvals required to enter into agreements with law enforcement partners.
The CHP has been an essential public safety partner in the implementation of traffic management and event plans for Levi's Stadium events. Since 2014, CHP has provided vehicles, radios, personnel, and other necessary equipment for traffic management and related support services on Highway 101 and Route 237, in which they have jurisdiction over. In addition, CHP is instrumental in helping the Police Department obtain threat intelligence information.

The number of CHP personnel necessary to implement the plans varies according to the event type, day and time, anticipated attendance, dignitaries present, intelligence gathered, and potential threat (s). The standard agreement terms require compensation to be paid according to a CHP hourly employee cost (e.g., salary, benefits, overhead, etc.) from their home station to their return to the home station, including mileage. Air support services are anticipated for FIFA World Cup events.

The not to exceed amount under the agreement includes contingency capacity for the maximum deployment of CHP personnel and resources that could be made available by CHP to support public safety operations associated with FIFA World Cup events, even though current operational planning anticipates only a limited deployment. While CHP support will be used for event operations, deployment levels will be based on operational needs, threat assessments, intelligence, attendance, traffic conditions, and other public safety considerations. At present, it is estimated that $1.6M will be utilized under this contract for services related to FIFA World Cup events. The maximum staffing levels and associated costs ($4.8M) represent an upper-limit contingency and are not expected to be fully utilized but instead provide operational flexibility should additional resources become necessary for crowd management, traffic control, incident response, roadway safety, or other law enforcement functions.

As noted in the Fiscal Impact section of this report, the services to be provided by the California Highway Patrol qualify as event-related governmental services under the FIFA World Cup 2026 Assignment and Assumption Agreement. Pursuant to the terms of the agreement, the Bay Area Host Committee is responsible for reimbursing the City and Stadium Authority for all costs incurred in connection with event planning, preparation, and operations, including public safety personnel and mutual aid resources. Estimated costs associated with CHP services have been incorporated into preliminary event cost projections, with additional specialized services (e.g., air support) subject to ongoing coordination and refinement. This reimbursement framework is consistent with the approach previously approved by the City Council for Super Bowl LX and is anticipated to result in no net fiscal impact to the City, subject to final cost reconciliation and reimbursement.

The differences between the 2024 Agreement with the CHP and the proposed Agreement for FIFA World Cup are as follows:

- The short notice cancellation fee increased from $50 to $150.
- All hourly rates increased by an average of 9%, except (1) the airplane rate decreased significantly (from $850.62/hr. to $739.96/hr.), and (2) the Motorcycle Sgt rate is unchanged. Additionally, the hourly rate of a Motorcycle Officer ($140.15/hr.) was added.
- The General Terms and Conditions ("GTC") has been updated by the State to GTC 2/2025 from the prior version (GTC 4/2017) but the only substantive difference in the new 2025 GTC is that the state has added a generative AI disclosure obligation that requires the City to disclose if we plan to use AI with regard to CHP's performance of services (we do not).

The difference between the Super Bowl LX agreement and the proposed agreement for FIFA World Cup is the addition of the Motorcycle Officer rate ($140.15/hr.).

The indemnity obligation, highlighted in the 2024 Agenda Report, remains unchanged. The terms and conditions of the agreement are not negotiable.

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

As mentioned in the staff report, while the maximum compensation of the agreement is $4,806,520.92, staff does not anticipate this level of costs. Based on current planned deployment, the Department estimates approximately $1.6 million of CHP services for the FIFA World Cup events. As part of the development of the FY 2025/26 and FY 2026/27 Adopted Operating Budget, $0.5 million was initially appropriated in FY 2025/26. Staff recommends increasing the budget to align with anticipated activity as detailed in the table below.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Revenue			
Other Fees for Services	$59,445,453	$1,100,000	$60,545,453
Expenditure			
Non-Departmental	$40,484,838	$1,100,000	$41,584,838

The services to be provided by the California Highway Patrol qualify as event-related governmental services under the FIFA World Cup 2026 Assignment and Assumption Agreement. Pursuant to the terms of the agreement, the Bay Area Host Committee is responsible for reimbursing the City and Stadium Authority for all costs incurred in connection with event planning, preparation, and operations, including public safety personnel and mutual aid resources. Estimated costs associated with CHP services have been incorporated into preliminary event cost projections, with additional specialized services (e.g., air support) subject to ongoing coordination and refinement. This reimbursement framework is consistent with the approach previously approved by the City Council for Super Bowl LX and is anticipated to result in no net fiscal impact to the City, subject to final cost reconciliation and reimbursement.

If additional CHP services are needed beyond the budgeted amount, staff will bring forward a budget amendment at the June 23rd City Council meeting.

COORDINATION

This report was 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 the Standard Agreement with the California Highway Patrol for traffic control related services for FIFA World Cup at Levi's Stadium, in an amount not to exceed $4,806,520.92 over the period June 2, 2026 - July 2, 2026; and

2. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $1,100,000 and increasing the Non-Departmental appropriation by $1,100,000 **(five affirmative Council votes required to appropriate additional revenue).**

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agenda Report and attachments for 2024 Agreement with CHP (24-191)
2. Agenda Report and attachments for 2026 Agreement with CHP for Super Bowl LX (26-51)
3. Proposed Agreement with CHP for services provided in connection with FIFA World Cup

24-191 **Agenda Date: 6/25/2024**

REPORT TO COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Action on a Standard Agreement with the California Highway Patrol for Traffic Management and Law Enforcement Services Related to Levi's Stadium Events

COUNCIL PILLARS

Deliver and Enhance High Quality Efficient Services and Infrastructure
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On May 6, 2014, the City Council approved a standard agreement with the California Highway Patrol (CHP) for traffic management and support services provided by the CHP for special events at Levi's Stadium. CHP duties include traffic management, air operations, SWAT, bicycle patrol, and crowd control. Through the Standard Agreement including the State's mandatory "General Terms and Conditions" (some of which are inapplicable to the present agreement) the City is required to indemnify and defend the State for claims resulting from injury or damage caused by City employees in connection with CHP's services. The terms and conditions of the agreement are not negotiable.

The term of the original agreement was July 1, 2014 through June 30, 2016, totaling $1,724,811. When this agreement was initially established, the Police Department estimated 23 events that would require CHP services. On July 14, 2015, the City Council approved Amendment No. 1 to increase the funding of the original agreement by $1,000,000 to $2,724,811 over the same term to address the increase in events over the preliminary projection. The amendment addressed the revised projection of 45 events scheduled during the contract period.

On July 19, 2016, the City Council approved Amendment No. 2 to extend the term of the agreement with CHP for an additional 24 months, retroactive to June 30, 2016 and extending through June 30, 2018. Amendment No. 2 increased the agreement by $1,700,000, for a total not to exceed amount of $4,424,811.

On June 12, 2018, the City Council approved Amendment No. 3 to extend the term of the agreement with CHP from July 1, 2018 through June 30, 2020. Amendment No. 3 added $1,500,000 for a maximum amount not to exceed $5,924,811.

On June 23, 2020, the City Council approved Amendment No. 4 which added $2,500,000 to the agreement, extended the term from July 1, 2020 through June 30, 2022 and adjusted the maximum amount not to exceed $8,424,811.

Most recently, Amendment No. 5 extended the term of the agreement for traffic management and support related services from June 30, 2022 to June 30, 2024 and added $2,875,189 for a total not to

exceed amount of $11,300,000. All other terms and conditions remained the same; during this timeframe the Police Department continued to receive the CHP's annual salary and benefit overtime rate sheet by classification according to the collective bargaining agreement.

The costs associated with the CHP's services at the Stadium are required to be reimbursed to the City in accordance with Measure J. From July 2014 through March 2024, approximately $9,370,047 in CHP services have been paid and subsequently reimbursed.

A new Standard Agreement with CHP for traffic management and law enforcement services for Levi's Stadium events with a not to exceed amount of $5,000,000 over a four-year term is being presented to the Council for its approval.

DISCUSSION

Levi's Stadium has been the host to 185 public events with an attendance of over 20,000 since its opening in August 2014.

As the lead law enforcement agency, the Police Department secures local, State, and Federal resources, as necessary, to implement security measures, and corresponding contingency plans, in anticipation of the events currently planned at Levi's Stadium. This includes, but is not limited to, mitigating traffic congestion for event patrons and local traffic, providing a safe venue for attendees, performers, and stadium personnel as well as preventing intrusion into neighborhoods while maintaining access to adjacent business properties. The Police Department is also the lead in obtaining the necessary approvals required to enter into agreements with law enforcement partners.

The CHP has been an essential public safety partner in the implementation of the traffic management and event plans for Levi's Stadium events. Since 2014, CHP has provided vehicles, radios, personnel, and other necessary equipment for traffic management and related support services on Highway 101 and Route 237, which they have jurisdiction over. In addition, CHP is also instrumental in helping the Police Department obtain threat intelligence information.

The number of CHP personnel necessary to implement the plans varies according to the event type, day and time, anticipated attendance, dignitaries present, intelligence gathered, and potential threat (s). The standard agreement requires compensation to be paid according a CHP hourly employee cost (e.g., salary, benefits, overhead, etc.) from their home station to their return to the home station, including mileage.

In Fiscal Year 2023/24, there were 12 NFL events and six non-NFL events. The average CHP cost was approximately $49,576 per NFL event and $48,153 per non-NFL event.

As of the writing of this report, there are 14 events scheduled for Fiscal Year 2024/25 (10 NFL events and four non-NFL events); it is unknown how many additional event(s) may be scheduled over this timeframe. In addition, there are seven significant events scheduled (e.g., Super Bowl LX and FIFA World Cup 2026) for Fiscal Years 2025/26 and 2026/27; a separate Agreement will be crafted to address these events with the CHP and other entities as needed. As written, this new Agreement is for traffic management and law enforcement services over a four-year term from July 1, 2024 to June 30, 2028 with a not to exceed amount of $5,000,000. All other terms and conditions will remain the same, and the City will reimburse CHP based on the agency's rates, including any rate increases in salary and benefits which are governed by the agency's respective collective bargaining agreements.

Below is a schedule of upcoming major events at Levi's Stadium:

DAY / DATE	EVENT
July 2, 2024	COPA America - Brazil vs Colombia
July 17, 2024	Rolling Stones
July 24, 2024	Chelsea FC vs Wrexham AFC
July 27, 2024	San Jose Earthquakes vs Chivas Guadalajara
August 18, 2024	San Francisco 49ers vs New Orleans Saints
September 9, 2024	San Francisco 49ers vs New York Jets
September 29, 2024	San Francisco 49ers vs New England Patriots
October 6, 2024	San Francisco 49ers vs Arizona Cardinals
October 20, 2024	San Francisco 49ers vs Kansas City Chiefs
October 27, 2024	San Francisco 49ers vs Dallas Cowboys
November 17, 2024	San Francisco 49ers vs Seattle Seahawks
December 8, 2024	San Francisco 49ers vs Chicago Bears
December 12, 2024	San Francisco 49ers vs Los Angeles Rams
December 30, 2024	San Francisco 49ers vs Detroit Lions
February 2026	Super Bowl LX*
June 13, 2026	FIFA World Cup 2026*
June 16, 2026	FIFA World Cup 2026*
June 19, 2026	FIFA World Cup 2026*
June 22, 2026	FIFA World Cup 2026*
June 25, 2026	FIFA World Cup 2026*
July 1, 2026	FIFA World Cup 2026*

** As noted above, a separate agreement with the CHP and other agencies will be drafted to support these events.*

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

This Standard Agreement with CHP for traffic management and law enforcement services for Levi's Stadium events is for a not to exceed amount of $5,000,000 over four years, July 1, 2024 - June 30, 2028, to provide necessary traffic management and related support services at the venue. Funding for this agreement has been factored into the Fiscal Year 2024/25 Non-Departmental operating budget appropriation, subject to approval. For future Fiscal Years, funding for this agreement will likewise be subject to the appropriation of funds.

Per Measure J, the City cannot be liable for the obligations of the Stadium Authority, including operating expenses. As such, all public safety services for Levi's Stadium events provided by or paid for by the City, including specialized traffic management and law enforcement services provided through this Agreement, will be reimbursed to the City by the 49ers and Stadium Authority for their respective events.

COORDINATION

This report was coordinated with the Finance Department and City Attorney's Office.

RECOMMENDATION

Authorize City Manager to execute the Standard Agreement with the California Highway Patrol for traffic management and law enforcement services for Levi's Stadium events, in an amount not to exceed $5,000,000 over a four-year term (July 1, 2024 - June 30, 2028).

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proposed State of California Standard Agreement
2. Exhibit C General Terms and Conditions (GTC 04/2017)

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

May 30, 2024

City of Santa Clara (Santa Clara Police Department)
601 El Camino Real
Santa Clara, CA 95050

Subject: Agreement Number 24R340002-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ✔ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213 and email back to Contract Analyst.
- ___ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ___ STD. 210, Short Form Contract. Sign and return both copies.
- ___ STD. 204, Payee Data Record. Complete and return.
- ✔ CCC, Contractor Certification Clauses. Complete and return.
- ___ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ✔ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement. STD.
- ___ 807, Payment Bond. Complete and return one copy.
- ___ CHP 28, Voluntary Statistical Data. Complete and return.
- ___ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ___ Letter of Agreement. Sign and return both copies.

Contract status.

- ___ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ___ The enclosed approved agreement is for your records. You are now authorized to provide services.

KELLIE AU
Contract Analyst

Enclosures

SCO ID: 2720-24R340002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24R340002	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTOR NAME
City of Santa Clara

2. The term of this Agreement is:

START DATE
07/01/2024

THROUGH END DATE
06/30/2028

3. The maximum amount of this Agreement is:
$5,000,000.00 (Five Millions Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC) 04/2017	*
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Santa Clara

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for planned events at the Levi's Stadium provided by the CHP San Jose Area office.

2. The services shall be provided during:

   The hours of duty performed by CHP Peace Officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Santa Clara.

3. The services shall be provided at:

   Levi's Stadium
   4900 Marie P Debartolo Way
   Santa Clara, CA 95054

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
NAME		NAME	
Sean Fitzgerald, Lieutenant		Patrick Nikolai, Chief of Police	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	FAX NUMBER
(408) 961-0900	sfitzgerald@chp.ca.gov	(408) 615-4890	(408) 261-9165

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Santa Clara Police Department	
ATTENTION		ATTENTION	
Kellie Au, Contract Analyst		Richard Fitting, Captain	
ADDRESS		ADDRESS	
601 North 7th Street Sacramento, CA 95811		601 El Camino Real Santa Clara, CA 95050	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4344	Kellie.au@chp.ca.gov	(408) 615-4804	Rfitting@santaclaraca.gov

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

   A. CHP San Jose Area office shall provide CHP Peace Officer(s) with vehicles and coordinate traffic control. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP San Jose Area be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.

   B. The traffic enforcement service to be performed by CHP Peace Officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

   C. It is understood by City of Santa Clara that billing of CHP Peace Officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.

   D. If the CHP Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, City of Santa Clara agrees to pay every assigned CHP Peace Officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

   E. If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, City of Santa Clara will be billed only for the Peace Officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. CANCELLATION

   A. City of Santa Clara shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

   B. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.

   C. City of Santa Clara agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Santa Clara shall only be charged a short notice service cancellation fee of $50.00 per assigned CHP Peace Officer(s).

   D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

   E. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. The CHP shall provide City of Santa Clara with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Santa Clara
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Attn: Jenifer Silveria, Office Specialist
Phone: (408) 615-4814

City of Santa Clara agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the traffic control services contained here, the City of Santa Clara agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP Peace Officer(s) (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the City of Santa Clara shall pay the increased rate. The following information is the CHP's Peace Officer(s) overtime and mileage rates effective Fiscal Year 23/24, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$ 122.51 per hour
CHP Sergeant	$ 149.05 per hour
M/C Sergeant	$ 154.98 per hour
Pilot Officer	$ 143.13 per hour
Flight Officer	$ 128.01 per hour
Airplane	$ 850.62 per hour
CHP Automobile	$ 1.66 per mile
CHP Motorcycle	$ 1.60 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Santa Clara agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

3. The CHP and City of Santa Clara, agree that this Agreement may be amended by written mutual consent of the parties hereto.

4. Unforeseen events may require CHP Peace Officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by City of Santa Clara or such need for repair or replacement of property arises directly from City of Santa Clara gross misconduct or willful negligence with respect to the property.

6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or on behalf of the Department, informal squad club, or other local funds.

7. City of Santa Clara agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Santa Clara agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City of Santa Clara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City of Santa Clara agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

9. The City of Santa Clara agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Santa Clara.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

26-51 **Agenda Date: 1/13/2026**

REPORT TO CITY COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Action on a Standard Agreement with the California Highway Patrol for Traffic Management Related Services for Super Bowl LX

BACKGROUND

The California Highway Patrol ("CHP") has acted as a partner agency, providing necessary supplemental law enforcement services at Levi's Stadium events, since 2014 pursuant to various agreements approved by the City Council. Most recently, on June 25, 2024, the City Council and Stadium Authority Board approved a standard agreement with the California Highway Patrol (CHP) for traffic management and support services for special events held at Levi's Stadium. CHP duties include traffic management, air operations, SWAT, bicycle patrol, crowd control, and other law enforcement duties, including but not limited to fixed or mobile positions, for which CHP bills the City according to the hourly rates listed in the agreement. The term of the agreement is July 1, 2024 through June 30, 2028, and has a not-to-exceed limitation of $5 million. The costs associated with the CHP's services at the Stadium are required to be reimbursed to the City in accordance with Measure J.

As stated in the Agenda Report supporting the 2024 agreement with the CHP (Attachment 1), the parties contemplated a separate, stand-alone, agreement with the CHP for services provided in connection with the Super Bowl and FIFA World Cup. Accordingly, the proposed agreement has a scope of work as follows, "The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for Super Bowl LX at the Levi's Stadium provided by the CHP San Jose Area office." The term of this new agreement is for one week, from February 1 to February 9, 2026, with a maximum compensation of $1,100,000 (Attachment 2).

DISCUSSION

As the lead law enforcement agency, the Police Department secures local, State, and Federal resources, as necessary, to implement security measures, and corresponding contingency plans, in anticipation of the events currently planned at Levi's Stadium. This includes, but is not limited to, mitigating traffic congestion for event patrons and local traffic, providing a safe venue for attendees, performers, and stadium personnel as well as preventing intrusion into neighborhoods while maintaining access to adjacent business properties. The Police Department is also the lead in obtaining the necessary approvals required to enter into agreements with law enforcement partners.

The CHP has been an essential public safety partner in the implementation of the traffic management and event plans for Levi's Stadium events. Since 2014, CHP has provided vehicles, radios, personnel, and other necessary equipment for traffic management and related support services on Highway 101 and Route 237, which they have jurisdiction over. In addition, CHP is also instrumental

in helping the Police Department obtain threat intelligence information.

The number of CHP personnel necessary to implement the plans varies according to the event type, day and time, anticipated attendance, dignitaries present, intelligence gathered, and potential threat (s). The standard agreement terms require compensation to be paid according to a CHP hourly employee cost (e.g., salary, benefits, overhead, etc.) from their home station to their return to the home station, including mileage. For the Super Bowl event, air support services are anticipated.

The differences between the 2024 agreement and the proposed agreement for SBLX are as follows:

- The short notice cancellation fee increased from $50 to $150
- All hourly rates increased, except (1) the airplane rate decreased significantly (from $850.62/hr to $739.96/hr), and (2) the Motorcycle Sgt rate is unchanged
- The General Terms and Conditions ("GTC") has been updated by the State to GTC 2/2025 from the prior version (GTC 4/2017) but the only substantive difference in the new 2025 GTC is that the state has added a generative AI disclosure obligation that requires the City to disclose if we plan to use AI with regard to CHP's performance of services

The indemnity obligation, highlighted in the 2024 Agenda Report (Attachment 1), remains unchanged. The terms and conditions of the agreement are not negotiable.

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 services to be provided by the CHP under the proposed agreement qualify as Actual Event Services falling within the definition of Qualified Event Expense, to be reimbursed by Bay Area Host Committee, in accordance with the terms of the League Event Agreement. Section 2.1.2 of the League Event Agreement states, "Super Bowl Services are to be provided by City personnel such as: on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel, as well as other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City), and other City contractors." An estimate of expected expenses associated with CHP services (such as staffing/labor related cost) was taken into consideration when calculating the Preliminary Qualified Event Cost Estimate. Expected use of additional services, such as air support services, remain under review and discussion with CHP.

COORDINATION

This report was 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

Authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for Super Bowl LX at Levi's Stadium, in an amount not to exceed $1,100,000 over the period February 1-9, 2026.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agenda Report and attachments for 2024 Agreement with CHP (24-191)
2. Proposed Agreement with CHP for services provided in connection with SBLX

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

November 24, 2025

City of Santa Clara (Santa Clara Police Department)
601 El Camino Real
Santa Clara, CA 95050

Subject: Agreement Number 25R340003-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ✔ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- ___ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ___ STD. 210, Short Form Contract. Sign and return both copies.
- ___ STD. 204, Payee Data Record. Complete and return.
- ✔ CCC, Contractor Certification Clauses. Complete and return.
- ___ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ✔ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- ___ STD. 807, Payment Bond. Complete and return one copy.
- ✔ CHP 28, Voluntary Statistical Data. Complete and return.
- ___ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ___ Letter of Agreement. Sign and return both copies.

Contract status.

- ___ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ___ The enclosed approved agreement is for your records. You are now authorized to provide services.

KELLIE AU
Contract Analyst

Enclosures

SCO ID: 2720-25R340003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25R340003	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Santa Clara

2. The term of this Agreement is:

START DATE

02/01/2026

THROUGH END DATE

02/09/2026

3. The maximum amount of this Agreement is:

$1,100,000.00 (One Millions One Hundred Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC) 02/2025	*
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Clara

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for Super Bowl LX at the Levi's Stadium provided by the CHP San Jose Area office.

2. The services shall be provided during:

   The hours of duty performed by CHP Peace Officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Santa Clara.

3. The services shall be provided at:

   Levi's Stadium
   4900 Marie P Debartolo Way
   Santa Clara, CA 95054

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
NAME		NAME	
Chris Pia, Lieutenant		Cory Morgan, Chief of Police	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	FAX NUMBER
(408) 961-0900	cpia@chp.ca.gov	(408) 615-4890	(408) 261-9165

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Santa Clara Police Department	
ATTENTION		ATTENTION	
Kellie Au, Contract Manager		Aric Enos, Lieutenant	
ADDRESS		ADDRESS	
601 North 7th Street Sacramento, CA 95811		601 El Camino Real Santa Clara, CA 95050	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4344	Kellie.au@chp.ca.gov	(408) 615-4844	AEnos@santaclaraca.gov

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

   A. CHP San Jose Area office shall provide CHP Peace Officer(s) with vehicles and coordinate traffic control. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP San Jose Area be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.

   B. The traffic enforcement service to be performed by CHP Peace Officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

   C. It is understood by City of Santa Clara that billing of CHP Peace Officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.

   D. If the CHP Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, City of Santa Clara agrees to pay every assigned CHP Peace Officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

   E. If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, City of Santa Clara will be billed only for the Peace Officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

6. CANCELLATION

   A. City of Santa Clara shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

   B. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.

   C. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Santa Clara shall only be charged a short notice service cancellation fee of $150.00 per assigned CHP Peace Officer(s).

   D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

   E. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. The CHP shall provide City of Santa Clara with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Santa Clara
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Attn: Jenifer Silveria, Office Specialist
Phone: (408) 615-4814

City of Santa Clara agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the traffic control services contained here, the City of Santa Clara agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP Peace Officer(s) (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the City of Santa Clara shall pay the increased rate. The following information is the CHP's Peace Officer(s) overtime and mileage rates effective Fiscal Year 25/26, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$ 133.51 per hour
CHP Sergeant	$ 162.43 per hour
M/C Sergeant	$ 154.98 per hour
Pilot Officer	$ 155.99 per hour
Flight Officer	$ 139.51 per hour
Airplane	$ 739.96 per hour
CHP Automobile	$ 2.05 per mile
CHP Motorcycle	$ 2.07 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Santa Clara agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

3. The CHP and City of Santa Clara, agree that this Agreement may be amended by written mutual consent of the parties hereto.

4. Unforeseen events may require CHP Peace Officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by City of Santa Clara or such need for repair or replacement of property arises directly from City of Santa Clara gross misconduct or willful negligence with respect to the property.

6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or on behalf of the Department, informal squad club, or other local funds.

7. City of Santa Clara agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Santa Clara agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City of Santa Clara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City of Santa Clara agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

9. The City of Santa Clara agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Santa Clara.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or

violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

CALIFORNIA HIGHWAY PATROL

601 North 7th Street, Sacramento, CA 95811 | 916-843-3610
800-735-2929 (TT/TDD)
800-735-2922 (Voice)

CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

May 1, 2026

City of Santa Clara (Santa Clara Police Department)
601 El Camino Real
Santa Clara, CA 95050

Subject: Agreement Number: 25R340006-0

Please complete the following marked item(s) and return to the above address within ten (10) business days:

- [x] STD 213, Standard Agreement with attached exhibits. Sign the first page of the STD 213 and return.
- [ ] STD 213A, Standard Agreement Amendment. Sign the first page of the STD 213A, and return.
- [ ] STD 204, Payee Data Record. Complete and return.
- [x] CCC, Contractor Certification Clauses. Complete and return.
- [x] Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- [ ] Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- [ ] STD 807, Payment Bond. Complete and return one copy.
- [ ] CalRecycle 74, Postconsumer Recycled-Content Certification. Complete and return.
- [ ] CHP 28, Voluntary Statistical Data. Complete and return.
- [ ]

Contract status:

- [ ] The enclosed Agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- [ ] The enclosed approved Agreement is for your records.

Sincerely,

KELLIE NELSON
Contracts Analyst

SCO ID: 2720-25R340006

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25R340006	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Santa Clara (Santa Clara Police Department)

2. The term of this Agreement is:

START DATE

06/02/2026

THROUGH END DATE

07/02/2026

3. The maximum amount of this Agreement is:

$4,806,520.92 (Four Million Eight Hundred Six Thousand Five Hundred Twenty Dollars and Ninety-Two Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC) 02/2025	*
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Clara (Santa Clara Police Department)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for 2026 Fédération Internationale de Football Association (FIFA) World Cup at the Levi's Stadium provided by the CHP San Jose Area office.

2. The services shall be provided during:

   The hours of duty performed by CHP Peace Officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Santa Clara.

3. The services shall be provided at:

   Levi's Stadium
   4900 Marie P Debartolo Way
   Santa Clara, CA 95054

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
NAME		NAME	
Justin Bradford, Captain		Cory Morgan, Chief of Police	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	FAX NUMBER
(408) 961-0900	Jbradford@chp.ca.gov	(408) 615-4890	(408) 261-9165

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Santa Clara Police Department	
ATTENTION		ATTENTION	
Kellie Nelson, Contract Manager		Aric Enos, Lieutenant	
ADDRESS		ADDRESS	
601 North 7th Street Sacramento, CA 95811		601 El Camino Real Santa Clara, CA 95050	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4344	Kellie.nelson@chp.ca.gov	(408) 615-4844	AEnos@santaclaraca.gov

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

   A. CHP San Jose Area office shall provide CHP Peace Officer(s) with vehicles and coordinate traffic control. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP San Jose Area be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.

   B. The traffic enforcement service to be performed by CHP Peace Officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

   C. It is understood by City of Santa Clara that billing of CHP Peace Officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.

   D. If the CHP Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, City of Santa Clara agrees to pay every assigned CHP Peace Officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

   E. If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, City of Santa Clara will be billed only for the Peace Officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

6. CANCELLATION

   A. City of Santa Clara shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

   B. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.

   C. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Santa Clara shall only be charged a short notice service cancellation fee of $150.00 per assigned CHP Peace Officer(s).

   D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

   E. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. The CHP shall provide City of Santa Clara with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Santa Clara
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Attn: Jenifer Silveria, Office Specialist
Phone: (408) 615-4814

City of Santa Clara agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the traffic control services contained here, the City of Santa Clara agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP Peace Officer(s) (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the City of Santa Clara shall pay the increased rate. The following information is the CHP's Peace Officer(s) overtime and mileage rates effective Fiscal Year 25/26, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$ 133.51 per hour
CHP Sergeant	$ 162.43 per hour
M/C Officer	$ 140.15 per hour
M/C Sergeant	$ 154.98 per hour
Pilot Officer	$ 155.99 per hour
Flight Officer	$ 139.51 per hour
Airplane	$ 739.96 per hour
CHP Automobile	$ 2.05 per mile
CHP Motorcycle	$ 2.07 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Santa Clara agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

3. The CHP and City of Santa Clara, agree that this Agreement may be amended by written mutual consent of the parties hereto.

4. Unforeseen events may require CHP Peace Officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by City of Santa Clara or such need for repair or replacement of property arises directly from City of Santa Clara gross misconduct or willful negligence with respect to the property.

6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or on behalf of the Department, informal squad club, or other local funds.

7. City of Santa Clara agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Santa Clara agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City of Santa Clara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City of Santa Clara agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

9. The City of Santa Clara agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Santa Clara.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or

violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

26-562 Agenda Date: 5/26/2026

REPORT TO COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

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

BACKGROUND

The South San Joaquin County Fire Authority (SJCFA) is a regional fire authority that has been identified as a proposed partner for the City's hazardous materials response operations during the FIFA World Cup events at Levi's Stadium. The SJCFA holds a Type 1 Hazardous Materials Response Team rating, while the City of Santa Clara Fire Department holds a Type 2 Hazardous Materials Response Team rating. Given the scale and high-profile nature of the FIFA World Cup 2026, the support of a dedicated Type 1 team would strengthen the Fire Department's response model to implement during these events.

A similar response model was used during Super Bowl LX, when a Type 1 team was deployed through a coordinated effort led by the California Office of Emergency Management (Cal OES). Cal OES has stated that it will not lead the effort for FIFA World Cup events, so the Fire Department is coordinating a similar model with guidance and support from the State.

The authority of the City Council to contract with neighboring cities for the provision of supplemental public safety services derives from the City Charter as well as state law, as follows:

City Charter Sec. 1108 Contract for administrative services

The City Council, upon recommendation of the City Manager, may contract with the governing body of any other city, or county within this state, or with any state department, or with any private or governmental agency for the furnishing of administrative, fiscal, or personnel services.

Government Code Sec. 55632

The legislative body of any local agency may contract with any other local agency for the furnishing of fire or police protection to such other local agency.

DISCUSSION

In preparation for the FIFA World Cup 2026 at Levi's Stadium, public safety agencies are developing operational plans and identifying necessary resources to support the six (6) scheduled events between June 2, 2026, and July 2, 2026. As part of this effort, Cal OES assisted the Fire Department in coordinating and recommending a Type 1 hazardous materials response resource to support the

City's operational needs during the event period.

Cal OES coordinates emergency response, disaster recovery, and homeland security efforts throughout California and designates certain agencies as Type 1 hazardous materials assets, including SJCFA. Type 1 teams provide the highest level of hazardous materials response capability and are trained and equipped to manage weapons of mass destruction incidents, as well as other large-scale hazardous materials emergencies. To support this identified need, the City proposes entering into an agreement with SJCFA to provide a dedicated Type 1 response team during the event period.

The proposed agreement with SJCFA (Attachment 1) would provide a dedicated Type 1 hazardous materials response team to support FIFA World Cup 2026 operations in coordination with the Fire Department's hazardous materials response team. The agreement would be effective for a one-year term upon execution and in an amount not to exceed $200,000, including personnel, transportation costs, and applicable equipment associated with deployment. Although the expected cost associated with this service is approximately $150,000, the agreement includes a contingency allocation of $50,000 to support the potential maximum deployment of SJCFA personnel and resources associated with FIFA World Cup 2026 events, bringing the total maximum compensation to $200,000. The contingency accounts for the possibility of extended deployment periods in response to hazardous materials incidents, contamination events, or other hazmat-related emergencies requiring additional operational support.

The agreement would supplement staffing for the six (6) scheduled events, increase the Fire Department's operational capacity, and reduce demands on existing internal hazardous materials resources. This coordinated response model would help maintain normal Fire Department operations during the event period while strengthening overall emergency response capabilities for the FIFA World Cup 2026 events.

The scope of work includes the following:

- Provision of a Type 1 team consisting of at least eight (8) certified hazardous material specialists. The team will also include one (1) certified Assistant Safety Officer and one (1) team leader serving as the agency representative. The Type 1 team will maintain certifications necessary to manage incidents involving weapons of mass destruction and to identify and mitigate unknown chemical and biological warfare agents.
- Capability to conduct advanced hazardous materials analysis and technical field identification of unknown substances.
- Capability to manage large-scale mass decontamination operations in response to high-level contamination incidents involving large crowds.

The terms of this agreement are modeled on the Municipal Law Enforcement Services Agreement approved in 2023 (RTC 23-815) by the City Council for use by the Police Department to supplement internal event staffing without further City Council approval.

Staff anticipates that there will be a continued need for execution of future similar agreements in an expedient fashion. To avoid a scenario in which Stadium event staffing is negatively impacted as a

result of late notice from a partner agency or the timing of Council meetings, staff recommends the Council delegate authority to the City Manager by resolution to negotiate and execute such agreements in the future.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(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

This agreement provides for a maximum compensation not to exceed $200,000 for SJCFA to cover costs for personnel and equipment necessary for municipal hazardous materials response at Levi’s Stadium and includes a contingency of $50,000. However, the Department estimates total SJCFA costs for the FIFA World Cup events to be approximately $150,000 based on the current planned deployment. Staff recommends increasing the budget to align with the anticipated activity as detailed in the table below.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Revenue			
Other Fees for Services	$60,545,453	$150,000	$60,695,453
Expenditure			
Non-Departmental	$41,584,838	$150,000	$41,734,838

The services provided by SJCFA qualify as event-related governmental services under the FIFA World Cup 2026 Assignment and Assumption Agreement. Pursuant to the terms of the agreement, the Bay Area Host Committee is responsible for reimbursing the City and the Stadium Authority for all costs incurred in connection with event planning, preparation, and operations, including public safety personnel and mutual aid resources. Estimated costs associated with SJCFA services have been incorporated into preliminary event cost projections. This reimbursement framework is consistent with the approach previously approved by the City Council for Super Bowl LX and is expected to result in no net fiscal impact on the City, subject to final cost reconciliation and reimbursement.

If additional SJCFA services are needed beyond the budgeted amount, staff will bring forward a budget amendment for City Council approval.

COORDINATION

This report was coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board

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

RECOMMENDATION

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

Reviewed by: Ruben Torres, Fire Chief
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Proposed Agreement with SJCFA for services provided in connection with FIFA World Cup 2026
2. Resolution For Fire Department HazMat Supplemental Services

MUNICIPAL HAZARDOUS MATERIALS RESPONSE SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
SOUTH SAN JOAQUIN COUNTY

PREAMBLE

This agreement for the performance of municipal hazardous materials response services ("Agreement") is made and entered into on this 26th day of May, 2026, ("Effective Date") by and between the South San Joaquin County Fire Authority, a Joint Powers Authority, located at 835 N Central Avenue Tracy, CA 95376 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties to this Agreement."

RECITALS

A. Authority and City are desirous of contracting with Agency for the performance of the hazardous materials response functions described herein.

B. Agency is agreeable to rendering such hazardous materials response services pursuant to the terms and conditions set forth in this Agreement.

C. Pursuant to the authority set forth in Government Code sections 54981 and 55632. Authority and City seek additional hazardous materials response services, and Agency agrees to provide additional hazardous materials response services, for periodic events at the Santa Clara Stadium site.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

A. Agency agrees, as available, to provide supplemental hazardous materials response services for major events, such as the six (6) World Cup games, taking place at the Stadium site and surrounding areas during the term of this Agreement, subject to the discretion of Agency's Fire Chief or designee. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency's Fire Chief or designee, Authority and the Santa Clara Fire Chief prior to each event. The Agency will provide a minimum or eight (8) hazardous materials specialists with WMD and one (1) certified as an Assistant Safety Officer Hazmat which is the FIRESCOPE minimum requirements for a Type 1 Hazardous Materials Response Team

(HMRT) and one (1) team leader to serve as the agency representative. In no event will services be provided when Agency employs fewer than 25 firefighters per day or when public safety within the South San Joaquin County Fire Authority would be impacted, all of which shall be determined by Agency in its own discretion. Agency shall provide as much notice to City as possible in the event services cannot be provided for such a reason. The Parties shall establish and agree to the number of hours necessary for the Agency employees to perform the requested services.

B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.

C. For special detail firefighters, the request for services shall be a written request from the Santa Clara Fire Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, support vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder, provided that Authority and City reimburse Agency for mileage for use of said support vehicles at the rate set by the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates. The Authority and/or City acknowledges that additional equipment charges for special equipment such as support vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested and may be charged by Agency as above and beyond the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to Agency specified contact.

D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Fire Department's units via the Santa Clara Fire Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.

E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

A. City shall determine for each event which supplement special detail hazardous materials response services will be requested from Agency. City shall determine for each event the assignments to which Agency personnel shall be deployed (e.g., drone incursion support,

quick response force, etc.). City shall provide general direction and requirements relating to the discharge of the assignment duties. Agency and City shall provide the other Party with all information necessary to make required disclosures or reporting relating to the services performed.

B. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Fire Chief.

C. The rendition of the services performed by Agency, the discipline of its firefighters, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.

D. All City employees who work in conjunction with Agency pursuant to this Agreement shall remain City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority and/or City employees, and have no claim or right to any Authority and/or City employment benefits or policies.

E. Neither Authority nor City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for Authority and/or City. Except as herein otherwise specified, neither Authority nor City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

A. The City shall pay Agency for all the costs that are incurred for services it provides under the terms of this Agreement, at the rates established hereunder, as they may be amended from time to time, and in accordance with the requirements of Government Code section 51350. The rates listed below may be periodically adjusted by the City and/or Authority to a mutually agreed upon rate. In such case, the rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates. The Parties specifically agree that such adjustment and change in Exhibit A is a valid amendment to this Agreement, and that no formal Amendment form need be used for such rate adjustment. The Parties will separately execute Exhibit A whenever there is a change in Exhibit A rates.

B. For and in consideration of Agency providing supplementary hazardous materials response services for the Authority and/or City under this Agreement, the City agrees to pay Agency for said services at the rates as indicated in Exhibit A.

C. The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse

Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement.

4. PAYMENT PROCEDURES.

A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the City, and the City shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.

B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.

C. For all disputed amounts, City shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

5. CANCELLATION OF PERSONNEL.

A. Neither the City nor the Authority shall be charged for cancellations made by City/Authority more than 24 hours prior to the scheduled event/assignment.

B. The City agrees that if cancellation is made by City within 24 hours prior to the scheduled event/assignment, City shall reimburse Agency a minimum of four (4) hours of compensation for each assigned firefighter pursuant to the rates identified herein.

C. Agency agrees to make all reasonable efforts to notify its assigned firefighter(s) of the cancellation.

6. TERM OF AGREEMENT.

The term of this Agreement shall commence upon execution by the Parties and shall continue for one year, unless terminated sooner or extended in whole or in part as provided for herein.

7. TERMINATION.

A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.

B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.

C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, City, Authority, Agency, and their employees and agents shall not discriminate against any other employee or agent 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.

9. HOLD HARMLESS/INDEMNIFICATION.

A. In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed under Government Code section 895.6, and pursuant to Government Code section 895.4, the Parties agree that each Party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other Parties, and their respective officers, board members, council members, attorneys, employees, and agents, from and against any and all claims, demands, damages, liabilities, costs, and expenses (including attorneys' fees), but only to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, elected or appointed officials, employees, or agents, in connection with this Agreement.

In the event that any claim, damage, or liability arises from the concurrent, comparative, or joint negligence or misconduct of more than one Party, each Party's obligation to indemnify shall be limited to that portion of the loss attributable to its own proportionate fault, and no Party shall be responsible for the share of liability attributable to any other Party.

Notwithstanding the foregoing, the Parties expressly waive, as between themselves, any rights of equitable indemnity, contribution, or apportionment beyond the proportionate share of fault allocated to each Party, and agree that no Party shall seek to recover from another Party any amounts paid in excess of its own proportionate share of liability.

B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire

cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party 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 either Party.

12. SEVERABILITY AND WAIVER.

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. Agency agrees that waiver by Authority and/or 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.

13. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent by mail to Authority, addressed as follows:

Santa Clara Stadium Authority
Attn: Executive Director 1500 Warburton Ave.
Santa Clara, CA 95050
or by email at manager@santaclaraca.gov

And to City as follows:

City of Santa Clara
Attn: Fire Chief Ruben Torres
777 Benton St.
Santa Clara, CA 95050
or by email at rtorres@santaclaraca.gov

And to Agency addressed as follows:

South San Joaquin County Fire Authority
Attn: Fire Chief Randall Bradley
835 N Central Avenue
Tracy, CA 95376

With copy by email at: Randall.bradley@sjcfire.org

The workday the email was sent shall control the date notice was deemed given. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

14. 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.

[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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2230
Fax: (408) 249-7846

JŌVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

SANTA CLARA STADIUM AUTHORITY

APPROVED AS TO FORM:

GLEN R. GOOGINS
Authority Counsel
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2230
Fax: (408) 249-7846

JŌVAN D. GROGAN
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

APPROVED AS TO FORM:

RANDALL BRADLEY
Fire Chief
835 N Central Avenue
Tracy, CA 95376

EXHIBIT A

City and Authority agree to pay Agency costs as invoiced by Agency, including:

1. Regular/Overtime hourly rates. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill relative to personnel provided.

Battalion Chief	$83.64/$125.46
Fire Captain	$67.45/$101.18
Fire Engineer	$59.13/$88.69
Firefighter	$47.80/$71.69

2. Maximum two (2) hour travel time from Agency to Levi Stadium.

3. Maximum two (2) hour travel time from Levi Stadium to Agency.

4. The Agency will be compensated for a portal to portal response (Time of departure to time of return)

5. Vehicles used to transport personnel will be paid at the current California Fire Assistance Agreement (CFAA) rate, as outlined by California's Office of Emergency Services.

6. Expendable/damaged hazardous materials response equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DELEGATING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE AND EXECUTE MUNICIPAL HAZARDOUS MATERIALS RESPONSE SERVICES AGREEMENTS

WHEREAS, it is the City of Santa Clara's obligation to provide public safety services within its jurisdictional boundaries, including at Levi's Stadium;

WHEREAS, in order to provide the sufficient number of specialty hazardous materials response personnel, the City may contract with neighboring agencies to provide such services (pursuant to Government Code Sections 55632 and City Charter Section 1108) to work at the Stadium and in surrounding areas on event days;

WHEREAS, generally the form of the agreement with the partnering agency will be a Municipal Hazardous Materials Response Services Agreement wherein the partner agency is providing staff who will be performing services under the umbrella of their home agency;

WHEREAS, currently if the partnering agency agrees to provide personnel at a time when Council is not in session, or the contract cannot be brought to Council for approval prior to the event day for some other reason, the City risks having insufficient public safety staffing for the event; and

WHEREAS, in order to ensure that such timing considerations do not negatively impact the City's ability to contract for the necessary public safety staffing, the City Council wishes to delegate authority to the City Manager to negotiate and execute Municipal Hazardous Materials Response Services Agreements for public safety services on behalf of the City.

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

1. That the City Manager is hereby authorized to negotiate and execute Municipal Hazardous Materials Response Services Agreements on behalf of the City of Santa Clara, in a form approved by the City Attorney's Office, for services performed at or around Levi's Stadium.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 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: None

26-446 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

The Santa Clara City Library System (Library) relies on an Integrated Library System (ILS) as the foundational technology supporting all core library operations. Through its contract with Innovative Interfaces, Inc. (Innovative), the Library utilizes a comprehensive ILS platform that manages critical functions across the organization. This system maintains records for more than 179,000 patrons, catalogs over 429,000 physical books and digital materials, and processes more than 1.5 million annual circulation transactions, including checkouts and renewals.

The ILS also enables secure access to digital resources and third-party services, supporting both in-library and remote use of offerings such as newspapers, museum passes, eBooks, and streaming media. By consolidating circulation, cataloging, acquisitions and reporting into a single system, the ILS is essential to the Library's daily operations and service delivery system.

On July 1, 2019, the City entered into a Subscription License Agreement with Innovative for the Sierra ILS, transitioning from a locally hosted system to a cloud-based subscription model. This model provides improved system reliability, security, and vendor-supported maintenance while aligning with industry standards for library technology systems.

On June 23, 2020, the City Council authorized Amendment No. 1 (RTC# 20-199), which extended the Agreement for six additional years through June 30, 2026, with a not-to-exceed amount of $757,489. The amendment also included provisions allowing for the Agreement to automatically renew for up to five additional one-year terms, through June 30, 2031, subject to the annual appropriation of funds.

DISCUSSION

The current term of the Agreement with Innovative for the Sierra ILS will expire on June 30, 2026. Pursuant to the terms previously approved by Council, the Agreement will automatically renew for up to five additional one-year terms through June 30, 2031, unless otherwise terminated by either party. Each renewal year includes a contractually defined cost escalation of 3.5%, which is consistent with industry standards for software-as-a-service (SaaS) platforms and ongoing hosting, maintenance, and support services.

While City Council previously authorized the contract structure, including the auto-renewal provisions, the total funding amount of $757,489 authorized to date only covers the initial six-year term to June 2026. As a result, Council authorization is now required to approve the additional expenditures associated with the five auto-renewing years. This action ensures transparency, maintains fiscal oversight, and aligns with City policy requiring Council approval for multi-year financial commitments that extend beyond previously authorized not-to-exceed amounts.

In addition to the Sierra ILS platform, Innovative also provides INN-Reach services, which supports regional resource sharing and interlibrary lending capabilities among participating library systems. INN-Reach enables Library patrons to directly request, borrow, and return materials through a shared catalog network, significantly expanding access to materials beyond Library's local collection and enhancing service delivery to the community. Although INN-Reach services have been incorporated as part of the Library's Sierra environment an ongoing basis, the associated costs were not separately captured in the total not-to-exceed compensation amount authorized under RTC 20-199. This action aligns the costs with the full scope of services currently being provided under the Agreement.

The table below outlines the costs associated with both the initial six-year term and the five additional auto-renewing years, including the 3.5% annual increases, for both the Sierra ILS base subscription and INN-Reach services. The initial six-year costs for the Sierra ILS align with the previously approved not-to-exceed amount of $757,489. The initial six-year costs for INN-Reach total $155,102. The additional five-year costs for both services will not exceed $918,400, bringing the full 11-year total to $1,830,992.

Table 1. Innovative Interfaces, Inc. Costs - 11 Year Total

Initial 6 Year Term			
Contract Year	**Term Dates**	**Sierra ILS Cost (+3.5% annual increase)**	**INN-Reach Cost (+ 3.5 annual increase)**
Year 1	July 2020 - June 2021	$115,645	$23,679
Year 2	July 2021 - June 2022	$119,692	$24,508
Year 3	July 2022 - June 2023	$123,881	$25,366
Year 4	July 2023 - June 2024	$128,217	$26,254
Year 5	July 2024 - June 2025	$132,705	$27,172
Year 6	July 2025 - June 2026	$137,349	$28,123
	Initial 6-Year Total	**$757,489**	**$155,102**
Auto-Renewing Terms			
Year 7	July 2026 - June 2027	$142,157	$29,108
Year 8	July 2027 - June 2028	$147,132	$30,127
Year 9	July 2028 - June 2029	$152,282	$31,181
Year 10	July 2029 - June 2030	$157,612	$32,272
Year 11	July 230 - June 2031	$163,128	$33,402
	Addtl 5 Year Total	**$762,311**	**$156,090**
	11 Year Total	**$1,519,800**	**$311,192**
Total Maximum Compensation			**$1,830,992**

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Increasing the maximum allowable compensation to account for the auto-renewal period will ensure uninterrupted access to mission-critical library systems and allow the Library to continue delivering high-quality services to the community without degradation or risk of system failure.

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 Library Department operating budget in the General Fund has sufficient funding for this contract in Fiscal Year 2026-27. The contract amount will also be factored into future budgets.

COORDINATION

This report has been coordinated with the Santa Clara City Library 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

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

Reviewed by: Patty Wong, City Librarian
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Original Agreement - Innovative - Sierra ILS
2. Amendment No. 1 -Innovative - Sierra ILS
3. RTC 20-199 Innovative Interfaces

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	City of Santa Clara - Santa Clara City Library
Address	2635 Homestead Road Santa Clara CA 95051
Innovative Internal Customer No.	CU0867
Effective Date	July 1, 2019

1. **Definitions**.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions Attached hereto as Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found here (https://www.dropbox.com/s/rve1a70k5a4028x/innovative%20interfaces%20inc.%20--%20online%20support%20terms%20%2801-24-17%29.doc?dl=0).

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found here (https://www.dropbox.com/s/1ns6x8e9j73cvry/Innovative%20Interfaces%20Inc.%20--%20Online%20Hosting%20Terms%20%2805-01-17%29.doc?dl=0).

2. **General**. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's grant to Client of a subscription license to the Software as described within Exhibit A, Client acknowledges, and the parties agree, that contemporaneously with Client's first use of the Software identified in Exhibit A in a production environment after the signing of this Agreement, all other existing software license agreements and associated purchase orders between the parties for the software identified in Exhibit A ("Prior Agreement(s)"), (i) will be deemed to be immediately terminated by the parties' mutual written agreement and (ii) such software licenses under the Prior Agreement(s) and associated purchase orders will be deemed Software (as defined in the GTCs) licensed and supported under the terms of this License Agreement.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	SUBSCRIPTION LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	**Innovative**
City of Santa Clara	**Innovative Interfaces Incorporated**
By: FOR	By:
Name: DEANNA J. SANTANA	Name: HILARY NEWMAN
Title: CITY MANAGER	Title: SENIOR VICE PRESIDENT
Date: 8-8-19	Date: 8/1/2019

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

Exhibit A

Pricing Exhibit

1. **Fees**. All Fees must be paid to Innovative within 30 days following receipt of the invoice. Innovative may prorate the Fees to align the Client's products to a July 1 through June 30 billing cycle.

2. **Term**. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of one (1) year running from July 1, 2019 through June 30, 2020 (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 5% over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

innovative

Renewal Quote

Date 6/24/2019
Quote # EST-INC10126

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Tom McNamara
Site Code	scpl
Expires	9/22/2019

Bill To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Ship To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Sierra Subscription	License - Term	1	Sierra Software Subscription		90,779.1399...	90,779.14
Staff User Licenses	License - Term	60	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		0.00	0.00
SIP2 Interface	License - Term	18	License for additional SIP2 interface. Enables library to integrate with 3rd party systems using SIP2 protocol, including but not limited to self-check, automated sorters, and more. Each login requires a separate license.		0.00	0.00
Output accounting information to another system	License - Term	1	Output accounting information to another system		0.00	0.00
WebPAC Pro	License - Term	1	WebPAC Pro		0.00	0.00
File Transfer Software	License - Term	1	File Transfer Software		0.00	0.00
Web Access Management	License - Term	1	Web Access Management		0.00	0.00
Circ Notices via E-Mail Option	License - Term	1	Circ Notices via E-Mail Option		0.00	0.00
OCLC Interactive Via the Network	License - Term	1	OCLC Interactive Via the Network		0.00	0.00
Reports	License - Term	1	Reports		0.00	0.00
Acquisitions	License - Term	1	Acquisitions		0.00	0.00
Serials	License - Term	1	Serials		0.00	0.00
Circulation	License - Term	1	Circulation		0.00	0.00
Cataloging	License - Term	1	Cataloging		0.00	0.00
Advanced Keyword Index Method II	License - Term	1	Advanced Keyword Index Method II		0.00	0.00
OPAC Export	License - Term	1	OPAC Export		0.00	0.00

innovative

Renewal Quote

Date 6/24/2019
Quote # EST-INC10126

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Resequence attached records by location	License - Term	1	Resequence attached records by location		0.00	0.00
Synchronize bibliographic locations	License - Term	1	Synchronize bibliographic locations		0.00	0.00
Automatic Authority Control Processing	License - Term	1	With the optional Automatic Authority Control Processing product, Sierra can automatically update headings in bibliographic records based on the valid form of the heading in an authority record. For each SEE FROM (MARC 4XX) heading in the authority record, the system searches the appropriate index for a matching entry from a bibliographic record. If it finds a match, Sierra updates the bibliographic heading based on the valid from of the index heading (MARC 1XX) from the authority record.		0.00	0.00
Sierra Additional Review Files	License - Term	1	Additional Review Files can be used with Create Lists and related products to support saving lists of records for reporting or workflow purposes. Sold in sets of up to 40 review files for 625K records, this product supports saving of up to 20 additional search strategies in Create Lists.		0.00	0.00
Patron API (URL)	License - Term	1	Patron API (URL)		0.00	0.00
Z39.50 Client / Client Broadcast / Server	License - Term	1	Z39.50 Client / Client Broadcast / Server		0.00	0.00
Offline Circulation	License - Term	1	Offline Circulation		0.00	0.00
Unlimited Web OPAC user licenses	License - Term	1	Unlimited Web OPAC user licenses		0.00	0.00
Unlimited Data License	License - Term	1	Unlimited Data License		0.00	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Term	1	EDI/EDIFACT Ordering & Invoicing supports electronic ordering and invoicing for both monographs and serials via email or file transfer using Innovative supported EDI & EDIFACT formats		0.00	0.00
Spell Check	License - Term	1	Spell Check	Languages: English	0.00	0.00
My Record Feeds	License - Term	1	Sierra My Record Feeds		0.00	0.00
Sierra Classic Collection Agency Subscription	License - Term	1	Classic Collection Agency Interface allows libraries to deliver a file of information about patrons with overdue items and/or money owed via email to another system. The library		0.00	0.00

innovative

Renewal Quote

Date 6/24/2019
Quote # EST-INC10126

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Unit Price	Amount
			must have a relationship with an agency that can receive information in Innovative's format.			
Sierra Online Patron Registration	License - Term	1	Online Patron Registration allows patrons to register themselves as library users over the Internet. The library offers the patron a form to enter their personal data, which is mapped to fields in the patron record as determined by the library. The form is also linked to a patron record template of the library's choosing, to add additional data to the newly created patron record. Different forms may be used for different patron types. This could include home library location, expiration date, ptype, patron messages, manual patron blocks, etc.		0.00	0.00
Circa Wireless Inventory (RFID)	License - Term	1	Sierra Circa Wireless Inventory (RFID)		0.00	0.00
WebOPAC Ecommerce	License - Term	1	Sierra WebOPAC Ecommerce	WebOPAC Ecommerce Option: Payflow Pro	0.00	0.00
Sierra Quick Click Ordering	License - Term	1	Quick Click streamlines the process of creating bibliographic and order records for orders placed with a vendor. This requires that you have an account and user profile set up with the vendor and that you follow their instructions for using their shopping cart feature. For use with select vendors who support Innovative format for data interchange.		0.00	0.00
Resource Sharing – Returnables (INN-Reach)	License - Term	1	Innovative Resource Sharing expands the library's available collection for a fraction of the cost of traditional interlibrary loan. Integrated with Sierra, Millennium, & Polaris. Unmediated request model saves staff time and serves patrons faster. Key capabilities include: sharing of physical materials or digital resources; union catalog with real-time availability; same patron experience and staff workflow as local circulation; pickup anywhere; pass to ILL; reports for shared print management.		0.00	0.00
Authority Control Option	License - Term	1	Authority Control Option		0.00	0.00
Classic Fines Payment Web Service API	License - Term	1	Classic Fines Payment API allows third-party software to pay (and waive) patron financial obligations by means of Web Services connection to the Sierra system. Applications using		0.00	0.00

innovative

Renewal Quote

Date 6/24/2019
Quote # EST-INC10126

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Category	Qty	Description	Options	Unit Price	Amount
			Fines Payment Web Services request data through XML over HTTP or SOAP and the service returns data as an XML-formatted stream of text. Requires SSL. 1 July 2019 - 30 June 2020			

Total Fees US$90,779.14

Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Software will be governed by the terms and conditions of (1) this Subscription License Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Subscription License Agreement(s) (each, a "License Agreement"), (3) the Innovative Interfaces Incorporated Maintenance and Support Terms ("Support Terms"), (4) the Innovative Interfaces Incorporated Hosting Terms ("Hosting Terms"), if applicable, and (5) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs, License Agreement(s), Support Terms and Hosting Terms. Each License Agreement, together with the terms and conditions of this GTC, Support Terms and Hosting Terms and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. **Software License**.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional

charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

2. **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted the Software upon initial delivery.

3. **Ownership**.

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms**.

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the “Fees”) on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is made available to Client; subsequent renewal invoices will be sent to

Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

c. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

d. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. **Limited Warranty**.

a. Innovative warrants, solely for the benefit of Client, that:

i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and

ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE,

QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY**. IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification**.

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality**.

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information

pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; (ii) if such disclosure is in response to a valid order of any court or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so; or (iii) if such disclosure is required under applicable law, in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such disclosure, to the extent legally permitted to do so. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. **Term; Termination**.

a. The term of the Agreement is set forth in the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, and to the extent permitted by applicable law, each party must return or destroy all Confidential Information of the other

party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software**. The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations**. Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities**. Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **General**.

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers,

transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response**. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis**.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders,

integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

4. **Complimentary and Chargeable Support**. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

AMENDMENT TO AGREEMENT

This **AMENDMENT** is made and entered into as of July 1, 2020 (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA CLARA,** for the Santa Clara City Library, (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, the Client and Innovative Interfaces Incorporated are parties to the Subscription License Agreement made effective as of July 1, 2019 (as amended from time to time, the "***Agreement***"); and

WHEREAS, the Client desires to extend the Agreement, and in connection with such extension, the parties desire to amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. Term Extension. Paragraph 2 of Exhibit A of the Agreement, titled "Term," is hereby deleted in its entirety and replaced with the following:

> **Term**. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of six (6) years running from July 1, 2020 through June 30, 2026 (the "Initial Term"). Thereafter, this Agreement will be automatically renewed for additional one (1) year terms, subject to annual budget appropriation and at the sole discretion of the legislative body, up to a maximum of five (5) additional years (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 3.5% over the previous year. Client shall not be liable for any costs under this Agreement for failure to appropriate the funds to continue the Agreement for any Renewal Term.

2. Pricing Exhibit. Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibits SO-INC25195 and SO-INC25199.

3. Miscellaneous.

a. This Amendment will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment will control.

c. This Amendment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Assignment:** This Amendment is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Amendment to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA CLARA

Signature: _____

Print Name: for Deanna J. Santana

Title: City Manager

Date: 7/7/2020

INNOVATIVE INTERFACES INCORPORATED

Signature: _____

Print Name: HILARY NEWMAN

Title: SENIOR VICE PRESIDENT

Date: 6/29/2020

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

_____ for Brian Doyle

innovative

Renewal Quote

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote #	SO-INC25195
Terms	Net 30
PO #	
Renewal Start Date	7/1/2020
Renewal End Date	6/30/2021
Site Code	scpl

Bill To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Ship To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Currency
US Dollar

Sierra Subscription	License - Te...	1	Sierra Software Subscription	93,956.409...	Yes	93,956.41
Sierra Cloud Hosting	License - Te...	1	Sierra Cloud Hosting	21,688.119...	Yes	21,688.12
Staff User Licenses	License - Te...	60	Staff User Licenses	0.00	Yes	0.00
SIP2 Interface	License - Te...	18	SIP2 interface	0.00	Yes	0.00
Output accounting information to another system	License - Te...	1	Output accounting information to another system	0.00	Yes	0.00
WebPAC Pro	License - Te...	1	WebPAC Pro	0.00	Yes	0.00
File Transfer Software	License - Te...	1	File Transfer Software	0.00	Yes	0.00
Web Access Management	License - Te...	1	Web Access Management	0.00	Yes	0.00
Circ Notices via E-Mail Option	License - Te...	1	Circ Notices via E-Mail Option	0.00	Yes	0.00
OCLC Interactive Via the Network	License - Te...	1	OCLC Interactive Via the Network	0.00	Yes	0.00
Reports	License - Te...	1	Reports	0.00	Yes	0.00
Acquisitions	License - Te...	1	Acquisitions	0.00	Yes	0.00
Serials	License - Te...	1	Serials	0.00	Yes	0.00
Circulation	License - Te...	1	Circulation	0.00	Yes	0.00
Cataloging	License - Te...	1	Cataloging	0.00	Yes	0.00
Advanced Keyword Index Method II	License - Te...	1	Advanced Keyword Index Method II	0.00	Yes	0.00
OPAC Export	License - Te...	1	OPAC Export	0.00	Yes	0.00
Resequence attached records by location	License - Te...	1	Resequence attached records by location	0.00	Yes	0.00
Synchronize	License - Te...	1	Synchronize bibliographic locations	0.00	Yes	0.00

Quote # SO-INC25195

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

bibliographic locations							
Automatic Authority Control Processing	License - Te...	1	Automatic Authority Control Processing		0.00	Yes	0.00
Sierra Additional Review Files	License - Te...	1	Sierra Additional Review Files		0.00	Yes	0.00
Patron API (URL)	License - Te...	1	Patron API (URL)		0.00	Yes	0.00
Z39.50 Client / Client Broadcast / Server	License - Te...	1	Z39.50 Client / Client Broadcast / Server		0.00	Yes	0.00
Offline Circulation	License - Te...	1	Offline Circulation		0.00	Yes	0.00
Unlimited Web OPAC user licenses	License - Te...	1	Unlimited Web OPAC user licenses		0.00	Yes	0.00
Unlimited Data License	License - Te...	1	Unlimited Data License		0.00	Yes	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Te...	1	Sierra EDI / EDIFACT Ordering & Invoicing		0.00	Yes	0.00
Spell Check	License - Te...	1	Spell Check	Languages: English	0.00	Yes	0.00
My Record Feeds	License - Te...	1	Sierra My Record Feeds		0.00	Yes	0.00
Sierra Classic Collection Agency Subscription	License - Te...	1	Sierra Classic Collection Agency Subscription		0.00	Yes	0.00
Sierra Online Patron Registration	License - Te...	1	Sierra Online Patron Registration		0.00	Yes	0.00
Circa Wireless Inventory (RFID)	License - Te...	1	Sierra Circa Wireless Inventory (RFID)		0.00	Yes	0.00
WebOPAC Ecommerce	License - Te...	1	Sierra WebOPAC Ecommerce	WebOPAC Ecommerce Option: Payflow Pro	0.00	Yes	0.00
Sierra Quick Click Ordering	License - Te...	1	Sierra Quick Click Ordering		0.00	Yes	0.00
Authority Control Option	License - Te...	1	Authority Control Option		0.00	Yes	0.00
Classic Fines Payment	License - Te...	1	Classic Fines Payment Web Service API		0.00	Yes	0.00

innovative

Renewal Quote

Quote # SO-INC25195

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Web Service
API

Year 1 of 6 - $ 115,644.53
1 July 2020 - 30 June 2021

Year 2 of 6 - $ 119,692.09
Year 3 of 6 - $ 123,881.32
Year 4 of 6 - $ 128,217.16
Year 5 of 6 - $ 132,704.76
Year 6 of 6 - $ 137,349.43

Total US$115,644.53

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES
Notes:
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

innovative

Renewal Quote

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote #	SO-INC25199
Terms	Net 30
PO #	
Renewal Start Date	7/1/2020
Renewal End Date	6/30/2021
Site Code	scpl

Bill To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Ship To
Santa Clara City Library
2635 Homestead Road
Santa Clara CA 95051
United States

Currency
US Dollar

Resource Sharing – Returnables (INN-Reach)	License - Te...	1	Resource Sharing – Returnables (INN-Reach) Year 1 of 6 - 23,679.20 1 July 2020 - 30 June 2021 Year 2 of 6 - $24,507.97 Year 3 of 6 - $25,365.75 Year 4 of 6 - $26,253.55 Year 5 of 6 - $27,172.42 Year 6 of 6 - $28,123.46	23,679.200...	Yes	23,679.20

Total US$23,679.20

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES
Notes:
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

20-199 **Agenda Date: 6/23/2020**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to a Subscription License Agreement with Innovative Interfaces, Inc., for Hosting and Maintenance Services
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

Since 1992, the Library has contracted with Innovative Interfaces, Inc. (Innovative) to provide an Integrated Library Services Platform Software (ILS). The ILS is the backbone of the Library, managing the records of over 130,000 patrons, cataloging the details of over 400,000 books, music, and movies, and performing over 2.5 million checkout and renewal transactions annually. The ILS authenticates access to dozens of individual online resources and vendors providing both in-library and remote access to the New York Times online edition, the Mercury News, Discovery and Go museum passes, and downloadable eBooks and streaming movies and music.

All ILS data and databases are owned by the City of Santa Clara. Prior to upgrading to the latest Innovative Interfaces' ILS, the City managed and maintained ILS hardware and physical servers and would install patches and perform updates to the software manually. Migrating to Innovative Interfaces' cloud hosted platform created an efficient, cost saving, and a more secure environment for this essential Library resource.

On July 1, 2019, the City executed a Subscription License Agreement (Attachment 1) for a twelve (12) month term, ending on June 30, 2020. Under this Agreement, the scope of services transitioned from a software hosting and maintenance services agreement to a bundled subscription license agreement. The cloud-based hosting option includes industry-leading security and monitoring with flexibility to meet clients' data storage, data recovery and information security policy requirements.

DISCUSSION

The existing Agreement expires on June 30, 2020. The Santa Clara City Library has reviewed and evaluated other ILSs on an ongoing basis. Of the three major public library ILS vendors, the current vendor, Innovative Interfaces, Inc., continues to be an industry leader in providing service to public libraries and to the region. Innovative Interfaces, Inc. has the only cloud-based SAAS (Software as a Service) solution that integrates with the City's financial accounting systems and e-notification system, excels in cloud hosting, providing PCI compliance, a secure networked environment, remote and redundant colocation of servers, regional and statewide cooperation for sharing of materials with over 100 institutions (Link+), the ability to implement third party "Discovery layers," and their ongoing commitment to implementing user feedback into future updates and upgrades. Innovative Interfaces, Inc.'s ILS is stable with less than two total days of unplanned downtime in the past five years and no unplanned downtime in the past three years. The ILS is customized for Santa Clara City Library and 3 FTE have certifications in administering the ILS. No other vendor is capable of hosting Innovative

Interface's software or databases and providing security patches or updates. Accordingly, at this time, it is unlikely that a competitive procurement process would yield vendors capable of providing the above services required to provide these library services and at a more competitive cost.

The other ILS vendors offer different packages which would require the Library to change or update bundled hardware/software with over 25 vendors at a substantial cost to the City. Therefore, staff recommends extending the agreement with Innovative Interfaces, Inc. (Attachment 2).

Data migrations from one ILS to another are costly and resource intensive. A typical migration can take between 18 months and 3 years. In addition, as the ILS is the backbone of library services, migrations can have a significant impact to the library user, requiring training for both staff and library patrons. For these reasons, staff is proposing a six-year extension of the current agreement with five, 1-year options to renew. This will allow the City to realize stability in its systems as well as provide sufficient time for a competitive review should market conditions warrant a change in ILS systems. The proposed cost per year of the Agreement is as follows:

Table 1: Proposed Agreement Cost/Year - 1 Year Options

Contract Year*	Agreement Dates	Innovative Agreement Expense
Year 1	July, 2020 - June, 2021	$115,644.53
Year 2	July, 2021 - June, 2022	$119,692.09
Year 3	July, 2022 - June, 2023	$123,881.32
Year 4	July, 2023 - June, 2024	$128,217.16
Year 5	July, 2024 - June, 2025	$132,704.76
Year 6	July, 2025 - June, 2026	$137,349.43

**After the contract period, this Agreement includes five, one-year options through June 2031.*

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 Library Department operating budget in the General Fund has sufficient funding for this contract in Fiscal Year 2020/21. The contract amount will also be factored into future budgets.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 1 to the Agreement with Innovative Interfaces, Inc. to extend the term of the agreement for six years, ending June 30, 2026, for a maximum compensation not to exceed $757,489.29, and maintain the provision to allow for automatic renewal for five additional one-year terms, subject to the annual appropriation of funds.

Reviewed by: Hilary Keith, City Librarian
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with Innovative Interfaces, Inc. 2019
2. Amendment No. 1 with Innovative Interfaces, Inc.

26-15700 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT
Action on a Memorandum of Understanding Between the City of Santa Clara and County of Santa Clara for Mental Health Services and Related Budget Amendment

EXECUTIVE SUMMARY
The proposed Memorandum of Understanding with the County of Santa Clara will allow the City to continue the Psychiatric Emergency Response Team (PERT) co-response program, a proven model that improves outcomes for individuals experiencing mental or behavioral health crises while enhancing public safety.

BACKGROUND
Police officers routinely respond to calls involving individuals experiencing mental or behavioral health crises. Over the past decade, there has been a regional increase in such calls, along with broader recognition at the state and county level of the need to divert individuals with mental illness or substance use disorder away from the criminal justice system and toward appropriate treatment at the earliest point of contact.

In response, the Police Department (Department), in coordination with the City Council and the County of Santa Clara (County), has implemented a series of programmatic enhancements over time to strengthen its approach to behavioral health-related calls for service. Early efforts included a 2015 partnership with the County Behavioral Health Services Department (BHSD) to provide intensive case management services for chronically unhoused individuals, as well as the City Council's allocation of FY 2018/19 Citizen's Option for Public Safety (COPS) Supplemental Law Enforcement Services funding to support the integration of mental health resources into police operations.

Building on these efforts, the Department restructured its Nuisance Suppression Unit into the Community Response Team (CRT) in 2019, shifting its focus toward addressing long-term public safety issues, reducing crime, and supporting vulnerable populations through proactive engagement and problem-solving strategies. In 2020, the Department further expanded its capabilities by assigning officers as Crisis Intervention Specialists (CIS) and providing specialized training to respond to individuals experiencing mental, behavioral, or substance use-related crises. While this model enhanced service delivery, it remained a law enforcement-only response without embedded clinical expertise.

During this same period, the County advanced a complementary response model through the development of the Psychiatric Emergency Response Team (PERT) program, which pairs law enforcement officers with licensed behavioral health clinicians to provide real-time, in-field clinical assessment and intervention, and the Mobile Crisis Response Team (MCRT), a clinician-led mobile response. The Department used the MCRT on a limited basis, these services were not consistently

available to meet operational demand due to countywide resource constraints.

Recognizing both the increasing demand for behavioral health response and the limitations of existing resources, the Department pursued a formal PERT co-response model. On August 30, 2022, the City Council authorized the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County to formally establish a Department PERT program. The initial term of this MOU extended through December 31, 2023, with a maximum City obligation of $180,000, fully funded from the FY 2018/19 COPS Supplemental Law Enforcement Services Fund (Attachment 1). On February 7, 2023, the City Council approved allocating an additional $70,000 using FY 2022/23 COPS Supplemental Law Enforcement Services Funds for an anticipated extension to the program (Attachment 2.)

Due to County staffing limitations, full implementation of the PERT program was delayed until June 2023. As a result, on September 19, 2023, the City Council approved Amendment No. 1 (Attachment 3), extending the term through December 31, 2025, increasing the funding cap to $240,000, while also formalizing key operational roles, including the designation of a PERT officer to partner with a County BHSD clinician. As part of this action, the unspent balance for the PERT program was approved to be carried over from FY 2022/23 to FY 2023/24.

In October 2024, the City and County executed Amendment No. 2 (Attachment 4), revising the term to June 30, 2025, to align with the fiscal year. During FY 2024/25, the County assumed financial responsibility for the BHSD clinician assigned to the PERT program, resulting in no cost to the City; accordingly, the previously allocated $70,000 was not expended.

Since implementation, the program has been delivered in close partnership with the County's BHSD. The integration of a clinician into field operations represents a significant evolution from the Department's earlier CRT/CIS model by embedding clinical expertise directly into the response. This coordinated co-response approach has enhanced the Department's ability to conduct real-time assessments, reduce escalation, connect individuals to appropriate treatment and support services, and improve overall outcomes. The program has also contributed to reductions in repeat calls for service and strengthened community trust through a more service-oriented response to individuals in crisis.

DISCUSSION

In August 2025, the City was notified that the County would discontinue funding for mental health clinicians assigned to the Psychiatric Emergency Response Team program at the end of calendar year 2025 and transition to a revised countywide Mobile Crisis Response Team (MCRT) model. The MCRT program deploys clinical teams independent of law enforcement and collaborates with police only when necessary. While MCRT remains available as a resource, it does not provide the same real-time, co-response capability that has been central to the PERT model.

As a result of this change, continuation of the PERT co-response model requires direct City funding. Beginning in December 2025, the City and County have been in discussions regarding the terms of the proposed MOU (Attachment 5) governing the continued services on a reimbursable basis. Due to the need to essentially fund the County's Clinician position in order to keep the program in operation, the terms of the MOU differ significantly from the City's standard service agreement terms. As described below, the City's financial obligation, and the associated risks, are more significant than in other service agreements; however, staff believes that the benefits to the community that come from

providing the PERT Program Co-Response Model are significant enough to justify the increased financial risk.

Key Terms of the MOU:
The proposed agreement establishes a continued partnership between the City of Santa Clara and the County of Santa Clara to operate the Psychiatric Emergency Response Team (PERT) program under a co-response model pairing a sworn Police Department officer with a Behavioral Health Services Department clinician.

County Responsibilities:
The County will employ and assign a State-licensed BHSD clinician in good standing to work alongside Police Department personnel. The County will initially cover all personnel-related costs, including salary, benefits, training, payroll taxes, and workers' compensation, and will provide necessary equipment such as a laptop and cellphone. The County will invoice the City monthly for reimbursement and is not obligated to continue services once the City's maximum financial obligation is reached. The County waives any right to seek reimbursement from the City or its personnel for workers' compensation or related expenses associated with injuries to the clinician arising from services performed under the agreement. The assigned clinician must complete a background investigation and maintain appropriate licensure, law enforcement security clearance, and knowledge of current psychiatric diagnostic criteria and applicable legal and ethical standards.

City Responsibilities:
The City will reimburse the County for all personnel-related costs associated with the clinician, including required supervision, at rates consistent with the County's applicable collective bargaining agreement. Any rate increase during the term of the agreement shall not exceed five percent (5%) and shall not include County general overhead costs. The City pays the County for the costs of the position for all periods when the Clinician is assigned to work for the City, even if the Clinician is not working on a particular day (i.e., City pays for the position even when Clinician is taking vacation days or sick days). No payment will be made during periods when a clinician is not assigned to the City. Each party bears responsibility (and associated liability, if any) for the actions of its own employees. The City will provide necessary equipment and workspace, including a fitted protective vest, desk, and office supplies and will reimburse the County for mutually agreed-upon training expenses in accordance with City policy. Training needs will be determined collaboratively throughout the term of the agreement. The City will also collaborate with the assigned clinician to prepare and submit quarterly program narrative reports to the County, which will include summaries of the PERT program's performance goals, milestones achieved, and any issues or concerns encountered during the reporting period.

Term and Cost:
The agreement covers Calendar Years 2026 through 2028. The City's maximum financial obligation under the agreement is $269,343 annually (comprised of one (1) full-time licensed clinician and 0.15 FTE for administration, supervision, and consultation), or $808,029 for a period of three years, subject to annual identification of a funding source and City Council appropriation.

PERT Co-Response Model Impact:
The co-response model provided through PERT has demonstrated clear operational advantages. By pairing officers with a clinician in the field, the program enables immediate clinical assessment,

supports de-escalation, and facilitates direct linkage to behavioral health and substance use disorder services. This approach reduces reliance on emergency rooms and the criminal justice system while improving outcomes for individuals in crisis.

Since the integration of a dedicated clinician in June 2023, the Department has observed measurable improvements in key outcomes, including reductions in calls for service, use-of-force incidents, and psychiatric hospitalizations.

Year	Mental Health Related Dispatched Calls for Service	Use of Force	Psychiatric Hospitalization
2022	942	4	324
2023	864	2	209
2024	772	2	225
2025	867	2	246

As shown above, mental health-related calls for service in 2024 declined approximately 18 percent compared to the 2022 baseline. Although call volumes increased in 2025, they remain below pre-implementation levels, suggesting that early intervention and follow-up services are reducing repeat crises.

Use-of-force incidents during mental health-related calls declined from four incidents in 2022 to two incidents annually from 2023 through 2025, indicating improved de-escalation outcomes and enhanced safety for both community members and responding personnel.

Psychiatric hospitalizations also declined significantly following implementation, decreasing by approximately 35 percent in 2023 compared to the pre-PERT baseline. While hospitalization volumes have modestly increased in subsequent years, they remain approximately 20 to 30 percent lower than pre-implementation levels, reflecting more effective in-field assessments and increased utilization of community-based alternatives.

These outcomes demonstrate that the PERT co-response model is an effective, data-driven approach to addressing behavioral health crises. Unlike the clinician-only response models, PERT provides immediate, coordinated intervention that integrates public safety and clinical expertise in real time. Continued investment in this program will allow the Department to sustain these gains, maintain a high level of service for vulnerable populations, and preserve a proven co-response capability for individuals experiencing behavioral health crises.
A significant portion of behavioral health related calls involve co-occurring substance use disorder, further reinforcing the need for an integrated co-response model that can address both clinical and safety considerations in real time.

Approval of the proposed MOU will ensure continuity of the PERT co-response model and reflects the City’s and City Council’s continued support for integrated behavioral health response services and coordinated crisis intervention efforts within the community.

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

Funding for one full-time County mental health clinician assigned to the Police Department's PERT program for calendar year 2026 is $269,343, or $134,672 for FY 2025/26. The term of the MOU is three years, for a total not-to-exceed amount of $808,029, with rate increases not to exceed five percent (5%) over the term of the agreement. In FY 2025/26, there are sufficient appropriations in the Opioid Settlement budget to cover the costs for January 1, 2026 through June 30, 2026. In FY 2026/27, the program costs are recommended to be covered by Opioid Settlement funds as well as COPS Program Supplemental Law Enforcement Services funds as discussed below.

The City is eligible to receive opioid settlement funds through a series of national agreements with pharmaceutical manufacturers, distributors, and retailers. In December 2022, the State of California entered into additional settlement agreements with Teva, Allergan, Walgreens, Walmart, and CVS ("New Settlements"), which are expected to provide up to $1.8 billion in statewide abatement funding, in addition to approximately $2.2 billion from earlier settlements**.**

Under the New Settlements, the City's allocation represents approximately 0.067 percent of abatement funds, resulting in a weighted share of 0.0549723 percent. If all eligible jurisdictions participate, the City is estimated to receive up to approximately $845,000 in total funding over a 15-year period. Payments are distributed over time and are subject to change based on settlement terms and participation levels.

Staff recommends the following funding sources to support continuation of the PERT program:

1. **Opioid Settlement Funds**

The PERT program aligns with the allowable uses of opioid settlement funds by addressing behavioral health crises that frequently involve substance use disorders, including opioid-related incidents. The co-response model supports diversion from the criminal justice system and facilitates access to treatment and recovery services, consistent with statewide abatement objectives. To date, the City has an unspent balance of $176,649 in opioid settlement funds, which is sufficient to support program costs through FY 2025/26 and into the following fiscal year. As part of the FY 2026/27 and FY 2027/28 Capital Improvement Program Budget adoption on June 9, 2026, the estimated unspent balance of $41,977 was carried over into FY 2026/27. Additionally, as detailed in the table below, staff recommends recognizing opioid settlement funds that have been received by the City; however, not yet appropriated to cover the costs of this agreement in FY 2026/27.

2. **Citizen's Option for Public Safety (COPS) Program Supplemental Law Enforcement Services Fund**

On February 7, 2023, the City Council approved the allocation of $70,000 of COPS 2023 funding for the PERT program. On September 19, 2023, the City Council approved Amendment No. 1 to the MOU with the County for the PERT program, including a budget amendment carrying over the $70,000 in COPS 2023 funding (Attachment 3). Similar to the opioid settlement funds, the 2023 COPs funds have been carried over as part of the FY 2026/27 and FY 2027/28 Adopted Capital Improvement Program Budget for this agreement.

3. **General Fund**
While additional opioid settlement funds are anticipated, the timing and amount of future disbursements are uncertain. In the absence of sufficient grant or settlement funding, the General Fund may be required to support some or all program costs in future fiscal years.

4. **Other Funding Sources**
Staff will continue to pursue additional grant opportunities and monitor potential State funding that may become available to support behavioral health response programs such as PERT.

The following budget amendment recognizes and appropriates additional opioid settlement funds to support the PERT program.

Budget Amendment
FY 2026/27

	Current	Increase/ (Decrease)	Revised
Expendable Trust Fund			
Revenue			
Other Agencies Revenue	$0	$160,327	$160,327
Expenditures			
Opioid Settlement Funds	$41,977	$160,327	$202,304

COORDINATION
The report has been coordinated with the Finance Department and City Attorney's Office.

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

RECOMMENDATION
1. Approve and Authorize the City Manager or designee to execute the Memorandum of Understanding between the City of Santa Clara and the County of Santa Clara for Mental Health Services for the period January 1, 2026 through December 31, 2028, with a maximum compensation of $808,029, subject to the appropriation of funds; and

2. Approve the FY 2026/27 budget amendment in the Expendable Trust Fund, recognizing other agencies revenue in the amount of $160,327 and increasing the Opioid Settlement Funds appropriation in the amount of $160,327 **(five affirmative Council votes required to appropriate additional revenue)**.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. RTC 22-931 w/MOU
2. RTC 23-1418 Spending Plan for LE Services Fund
3. RTC 23-858 w/Amendment No. 1
4. PERT Amendment No. 2
5. Proposed PERT MOU CY26 - CY28

22-931 **Agenda Date: 8/30/2022**

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program in a form substantially similar to the attached draft MOU

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Over the past decade, there has been an increase in calls for service for persons experiencing mental health crises throughout the region. Over this same timeframe, there has been concern at the county and State level about the overrepresentation of persons with mental illnesses in jails and prisons. The criminal justice system has emphasized diverting individuals with mental health struggles at the earliest point possible, preferably according to the system at the initial point of contact with law enforcement. Meanwhile, law enforcement agencies continue to come across the same individuals experiencing crises.

In 2015, the Police Department coordinated a two-year $220,000 agreement with the County of Santa Clara Behavioral Health Services Department (BHSD) for intensive case management for up to 20 chronically homeless individuals. This agreement has been amended every two years and expired on June 30, 2022. The Community Development Division is in negotiations with the BHSD for a $250,000 agreement for intensive case management for chronically homeless individuals, plus $100,000 for homeless prevention services. If approved, this two-year agreement will expire on June 30, 2024.

In 2017, the County Board of Supervisors approved the development of a BHSD Psychiatric Emergency Response Team (PERT) program. The PERT program was established to provide the highest possible level of service to someone in acute mental crisis before the situation worsens or requires hospitalization. The following year, the County established a pilot Mobile Crisis Response Team (MCRT). The MCRT provides law enforcement agencies throughout the County with in-field response to in-progress crises.

In 2019, the Police Department rebranded the Nuisance Suppression Unit to the Community Response Team (CRT). With the rebranding came a shift in emphasis from nuisance suppression and abatement to expanded goals of crime reduction, addressing long-term public safety issues and promoting community wellness, often among vulnerable communities.

During the same timeframe, numerous law enforcement agencies throughout the United States started pairing police officers with licensed clinicians to respond to calls involving an individual in a

mental health crisis. Retired Police Chief Michael J. Sellers began communicating with BHSD about the Police Department's interest in establishing a PERT and Mental Health Collaboration Program in partnership with the County.

While the Police Department utilizes the MCRT as needed, and collaborates with its two clinicians on unique cases, these resources do not match the demand County-wide. As a result, on November 13, 2018, the Police Department sought City Council approval for the Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund spending plan and the related budget amendment (RTC 18-930); the item passed unanimously. Of the $307,179 received as part of this funding allocation, $180,000 was earmarked for a Memorandum of Understanding (MOU) with BHSD to establish a pilot PERT program with a mental health clinician.

While BHSD utilized Mental Health Services Act (Proposition 63) funding to establish PERT partnerships with the Santa Clara County Sheriff's Office, San Jose, Palo Alto and Gilroy Police Departments according to youth suicide statistics and an interest to expand geographical coverage, BHSD's staffing levels precluded their ability to enter into an MOU with the Santa Clara Police Department at that time.

Meanwhile, in December 2020, the CRT expanded to include two Crisis Intervention Specialists (CIS). CIS operates from an unmarked vehicle, officers wear plain clothes, and are tasked with responding to calls for service that may involve a mental, behavioral or emotional health situation, identifying the situation, assisting with coordinating social services and conducting follow-up with family members following the episode. CIS also makes contact with individuals and/or families that have come to the attention of the Police Department where mental health services may be needed. In 2021, the Police Department responded to 1,169 mental health-related events, 31% of which resulted in psychiatric hospitalization. CIS members were able to follow up on 460 reported mental health incidents where collaboration with family members and a connection to resources would be most beneficial.

In January 2022, the Police Department initiated the Special Needs Awareness Program (SNAP). It, too, is designed to improve police interactions with members of the community. SNAP provides first responders with important information when responding to calls for service that involve individuals with special needs. Participation in SNAP is voluntary, and information collected is stored in a confidential database. This database is accessed by public safety dispatchers should an emergency or non-emergency call for service involve the registered individual, their associated vehicle license plate number or address. In this case, relevant information may be disclosed to responding first responders alerting responding personnel of accommodations that may need to be considered upon arrival and/or during the incident.

Training

For years, the Police Department's Training Unit has incorporated innovative strategies to improve the officers' decision-making ability when encountering individuals who resist lawful action. These strategies (e.g. time, distance, cover, etc.) and tactics (e.g. active listening, negotiation, less lethal equipment, etc.) help increase the odds of the City's officers decreasing the intensity of a given situation. These tools are intended to empower officers to assess the risk, evaluate options in response to perceived threats and consider the consequences of alternative responses for better outcomes for officers and the community, ideally with a reduction in the amount of force necessary.

As a result, the Police Department has been meeting and/or exceeding all of the new Federal guidelines for some time through Department policy and/or California State mandates.

Training includes, but is not limited to, Crisis Intervention Training (CIT) among public safety dispatchers and police officers to help recognize signs of suicidal or homicidal ideation, self-injurious behavior, mood disorders, psychotic disorders and substance misuse. CIT programs create connections between law enforcement, mental health providers, hospital emergency services and individuals with mental illness and their families. Through intensive training and these collaborative partnerships, CIT improves communication, minimizes the use of force, increases officer and community safety and identifies mental health resources for those in crisis. CIT is also intended to aid in keeping people with mental illness out of jail through reduced arrests and treatment for recovery.

DISCUSSION

Nationally, psychologists have long played an important role in policing, including assessing the mental health of officer candidates, and counseling officers who may be struggling after experiencing traumatic incidents. Now, after highly visible incidents across the country have brought into question the adequacy of police officers' training to respond to mental health crisis calls, progressive law enforcement agencies are partnering with clinicians to collaborate more closely on emergency responses.

In 2021, it is estimated that approximately 2% of police calls for service in the City of Santa Clara involve an individual behaving erratically or experiencing a mental health crisis; people disabled by substance abuse and/or intoxication is much more difficult to quantify but is undoubtedly greater. The vast majority of these calls do not involve crimes or violence, yet the broader community is ill-equipped to safely and effectively handle the situation. Individuals in crisis often encounter barriers preventing them from receiving the proper services, and unmet attention can result in added reliance on law enforcement. While there has been national attention to make critical support services more accessible, locally there are not services to match demand.

From 2020 through present, a number of local (e.g. lockdown, quarantine, physical distancing, masking), national (e.g. impeachment trial and election protests, stock market crash, wildfires, civil unrest and call for social justice, curfew, unprecedented unemployment, gun violence, Roe vs Wade Supreme Court decision) and global (e.g. pandemic, vaccine rollout) incidents have fostered feelings of uncertainty, fear and loneliness. These factors, alone or combined, have translated into higher levels of psychological distress, stress, anxiety and/or depression.

Year	Police Calls for Service	Police Self-Initiated Calls for Service	Events Involving Use of Force	Number of Incidents that Involved the Discharge of a Firearm	Events with a Mental Health Disposition Code	Events Resulting in a Detention
2019	61,931	17,608	100	1	n/a	n/a **
2020	68,865	18,339	87	0	136 *	n/a **
2021	61,421	14,921	84	0	1,181	371

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2022 **	26,044	7,024	53	0	509	172

**Mental health disposition code added in late-2020 to the computer aided dispatch system in anticipation of implementation of Assembly Bill 953, The Racial and Identity Profiling Act of 2015*

*** Data track more effectively with the establishment of the Police Department's Crisis Intervention Specialists*

**** Statistics through June 30, 2022*

The proposed MOU between the City and County is intended to support the Police Department's interest in having a proactive response to the community's needs and is intended to create another viable alternative to:

- Promote interagency and community collaboration, including working with the City's new Homelessness Task Force
- Identify prevention and early-intervention strategies
- Increase access to and use of mental health services among underserved groups
- Improve outcomes for consumers using crisis services, including reduced emergency interventions, criminal justice involvement and psychiatric hospitalizations
- Expand upon the Police Department's access to training and improve law enforcement's knowledge of mental health issues
- Collect data associated with this new model to guide future experimentation

The clinician will work with the Police Department, crisis services, and communities to support individuals and their families in navigating systems and supports. With specialized knowledge and the ability to engage people who may be at risk for "wellness checks," access to the clinician may help prevent crises and avoid unnecessary hospitalization, police interactions, and arrests.

The term of this pilot program is defined in the MOU as from execution by both parties until the City's available appropriation of $180,000 is exhausted, whichever occurs first. The County shall pay, up front, the fully weighted costs associated with the salary and benefits of the clinician in accordance with the County's applicable bargaining unit MOU. Meanwhile, the County will invoice the City on a monthly basis for personnel costs of salary and benefits up to $180,000. The County and Police Department will share other expenses (e.g. laptop, cell phone, training/travel, etc.). The Police Department will provide the clinician with appropriate safety gear, including a fitted protective vest at its sole expense.

The efficacy of this pilot program will be measured by constant data tracking of mental health-related calls for service. This is already standard practice conducted by the Police Department's Community Response Team and their assigned Crisis Intervention Specialists, meaning a solid baseline of data exists from which to measure the pilot program from.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT
The Police Department secured an $180,000 award in Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund dollars to establish a PERT program in collaboration with the County. This one-time funding source will be utilized for this pilot program.

COORDINATION
The 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
Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program in a form substantially similar to the attached draft MOU

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Rajeev Batra, City Manager

ATTACHMENTS
1. Memorandum of Understanding (MOU) with the County of Santa Clara

DocuSign Envelope ID: AC11697B-1399-4321-BDC0-9149C97A64C5

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SANTA CLARA AND THE
COUNTY OF SANTA CLARA
REGARDING THE PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT)
JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

WHEREAS, the mission of the City of Santa Clara (hereinafter "CITY") is to provide quality public services, facilities and opportunities that create, sustain, and enhance a safe, livable, and vibrant community for its diverse residents, businesses, and visitors. The CITY's Santa Clara Police Department (hereinafter "SCPD") is a progressive and professional organization dedicated to maintaining community partnerships which promote a high quality of life for the City's diverse population; and

WHEREAS, the mission of the County of Santa Clara (hereinafter "COUNTY") is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe, and prosperous community for all; and

WHEREAS, COUNTY and CITY seek to collaborate to increase public safety and reduce recidivism among high risk people with mental illnesses and co-occurring mental illness and substance abuse through the Psychiatric Emergency Response Team Justice and Mental Health Collaboration Program (or "PERT Program"); and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which CITY and COUNTY Behavioral Health Services Department (hereinafter "BHSD") will be partners on this collaborative effort to combine the unique resources, skills, experience, and training of personnel from two different professions (law enforcement and mental health services) to provide the best possible response to situations involving persons with mental illness; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (hereinafter "MOU") setting forth the roles, responsibilities, and services to be provided by the PERT Program; and

WHEREAS, the agencies recognize the need for cross-system collaboration to improve responses and outcomes for individuals with mental illnesses and substance abuse who come into contact with the justice system; and

WHEREAS, the partners recognize the need to increase public safety and to provide rapid intervention to a person in mental health crisis by de-escalating the situation and helping to stabilize the person in the least restrictive way possible, and then striving to get that person the help they need; and

WHEREAS, the partners are committed to providing services to those in need regardless of their ethnicity, gender, gender identity, sexual orientation, origin, religious or political beliefs, and/or creed;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

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ARTICLE 1
TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this MOU is from the date the MOU is executed by both parties to December 31, 2023, or until the CITY's available appropriation in the amount of $180,000 is exhausted, whichever occurs first.

1.2 Extension. This MOU may be extended should this pilot program be successful, the CITY and/or COUNTY identifies funding, and upon a written amendment of this MOU signed by both Parties. Extension of this MOU shall be contingent on COUNTY's review of the use, need, and value of the PERT Program and COUNTY's budget to ensure that the Behavioral Health Services Department (BHSD) PERT clinician(s) can be continued for each successive term.

1.3 Termination without Cause. Any Party may terminate this MOU without cause by providing sixty (60) day written notice.

ARTICLE 2
SCOPE OF SERVICES

2.1 **The COUNTY shall provide the following for the PERT Program:**

a. Participate in proactive responses for high-risk individuals with mental illness in conjunction with the SCPD PERT officer(s);

b. Develop and modify protocols for PERT Program response and information sharing policies and procedures, as necessary;

c. Identify one (1) full time BHSD clinician (hereinafter "BHSD PERT Clinician), who must be licensed to provide mental health services by appropriate State of California licensing authorities and must participate in a CITY background investigation and fingerprinting, prior to beginning work with the CITY.

d. Assign the identified BHSD PERT Clinician to work with the SCPD PERT officer(s) to perform the following tasks:

1) Conduct mental health evaluations, assessments, and crisis screening, for persons with serious mental illnesses including clients who are frequent users of emergency psychiatrist services, dual diagnosed clients and clients who are mentally ill;

2) Assist in determining the appropriate disposition supporting individuals' needs and safety;

3) Consult with SCPD PERT officer(s) regarding disposition of individuals and law enforcement issues;

4) Maintain knowledge of the criteria for psychiatric disorders according to the current Diagnostic and Statistical Manual of Mental Disorders;

5) Maintain knowledge of current legal and ethical issues as they relate to mental illness;

6) Maintain licensing as required;

7) Ensure requirements for detention and transportation pursuant to Welfare and Institutions Code (WIC) Section 5150 are met;

8) Provide documentation to the PERT officer(s) supporting the decision to detain and transport a subject pursuant to WIC Section 5150;

9) Assist in coordination of transportation to mental health service centers, or facilities when such support and services would be beneficial (regardless of whether a 72-hour evaluation hold is issued), and there is cooperation from the subject;

10) Maintain a law enforcement security clearance;

11) Conduct presentations to inform others about the mission and focus of the PERT Program;
12) Provide mental health training and expertise to other SCPD Department staff.
13) Contribute toward providing metrics related to the PERT Program;
14) Engage in law enforcement activities that are related only to the PERT mission and focus; and
15) Abide by and follow all CITY policies while performing services under this MOU.

e. Collaborate with the CITY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU; and

f. Work with SCPD to identify any trainings that may be provided to officers to assist with appropriately responding to incidents involving individuals with mental illness and substance abuse. Any identified courses and trainings must be certified by POST to ensure a consistent level of quality.

2.2 **The CITY shall provide the following for the PERT Program:**

a. Develop a detailed policy, procedure, process, and plan on implementing a specialized police mental health PERT Program;
b. Expand training for law enforcement to identify and respond to individuals with mental illness and provide cross-training of criminal justice and mental health personnel;
c. Establish a dedicated SCPD officer(s) to work with the BHSD PERTClinician;
d. Participate in the process of identifying the BHSD PERT Clinician to work with SCPD as part of the Community Response Team (CRT);
e. Assume primary responsibility for site control when responding to a crisis;
f. Assume role of the primary responder when engaged with BHSD PERT Clinician;
g. Issue basic tools to BHSD PERT Clinician to perform their duties and provide access to certain CITY facilities.
h. Determine whether phone consultation or on-site consultation is needed from the BHSD PERT Clinician;
i. Coordinate training exercises with the BHSD PERT Clinician to ensure proper collaboration when needed during a crisis;
j. Collaborate with the BHSD PERT Clinician by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations;
k. Facilitate transportation for clients to the appropriate receiving facility when a WIC 5150 hold has been placed by the BHSD PERT clinician in response to a call for service to SCPD;
l. Agree to provide review on overall effectiveness on BHSD PERT clinician deployments;
m. Agree to provide information to BHSD PERT clinician regarding individuals who are involved in a crisis incident, when such information provides critical value to the safe resolution of those incidents;
n. Have an officer on scene with the PERT Clinician to provide the following services:
    1) Assess the situation regarding safety for the officer, the BHSD PERT Clinician, the consumer, and bystanders;
    2) Provide safety on scene; and
    3) Evaluate the subject for any criminal behavior, as appropriate;
o. Offer referrals or other assistance through the officer and PERT Clinician as the situation warrants, and if needed, assist the individual to the appropriate setting (either voluntarily or involuntarily);
p. Collaborate with the COUNTY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU;

q. Modify and enhance policies, procedures, and protocols for the PERT Program and information sharing process, as necessary; and

r. Work in conjunction with the PERT Clinician, to draft and submit a Monthly Program Narrative Report to County no later than seven (7) days after the end of each month. The Quarterly Narrative Report shall include a summary of the PERT Program's performance goals, milestones achieved, and any issues/concerns encountered during the reporting period.

ARTICLE 3
RELATIONSHIP OF PARTIES AND FINANCIAL REQUIREMENTS

3.1 Relationship of Parties. The COUNTY acknowledges and agrees that the work/services provided by the BHSD PERT Clinician under this MOU are performed as an independent contractor relative to the CITY. The BHSD PERT Clinician is part of the COUNTY workforce and will remain as employee of the COUNTY while providing services under this MOU.

3.2 Funding/Financial Responsibilities. Unless amended by the Board of Supervisors and the Santa Clara City Council, the annual contribution of the COUNTY and CITY to the Pilot Program expenses shall be as follows.

a. **The COUNTY shall provide the following funding/financial responsibilities:**

1) The COUNTY shall pay, up front, all personnel costs of the PERT Program (i.e., the fully weighted costs of salary and benefits for the BHSD PERT Clinician) in accordance with the COUNTY's memorandum of understanding with applicable bargaining unit.

2) The COUNTY shall procure and supply the BHSD PERT Clinician with a laptop and cellphone. The initial and on-going costs for such equipment, maintenance and/or replacement shall be incurred by the COUNTY. The COUNTY shall retain ownership of the property at the conclusion of the MOU term.

3) The COUNTY shall pay for staff time and benefits as applicable.

4) The COUNTY is not obligated to provide services for which no reimbursement will be made when the CITY's maximum financial obligation has been fully exhausted.

b. **The CITY shall provide the following funding/financial responsibilities:**

1) The CITY shall reimburse County for the salary and benefits of the BHSD PERT Clinician. The maximum financial obligation of CITY shall not exceed $180,000. The CITY shall not be liable for any costs above this amount.

2) The CITY shall provide the BHSD PERT Clinician with a fitted protective vest at its sole expense.

3) The CITY shall pay for related expenses such as the registration, meal per diem, and lodging for any required attendance by the BHSD PERT Clinician to any conference, workshop, or training program(s).

c. Both the COUNTY and CITY shall collaboratively determine what training, if any, is necessary during the duration of the MOU.

1.4 Staffing. The CITY shall be involved with the process for identifying the COUNTY PERT Clinician to work from SCPD as part of the Community Response Team (CRT). The pilot program shall consist of one (1) full time clinician who must be licensed to provide mental health services by appropriate State of California licensing authorities.

a. The COUNTY PERT Clinician shall be required to participate in a CITY background investigation and be fingerprinted, with subsequent arrest notification, prior to beginning work with the CITY.

b. The CITY shall issue the COUNTY PERT Clinician basic tools to perform their duties and provide access to certain CITY facilities.

c. The COUNTY PERT Clinician shall follow all CITY polices while performing services under this MOU.

3.3 Invoicing and Payment. The COUNTY shall be required to create and implement a timekeeping system to account for COUNTY staff time to be validated by CITY staff. In turn, the COUNTY shall invoice the CITY monthly for reimbursement. Both CITY and COUNTY representatives shall be required to monitor the monthly cost for the COUNTY PERT Clinician.

ARTICLE 4
MISCELLANEOUS PROVISIONS

4.1 Collaboration. Both the CITY and the COUNTY have jointly developed this MOU. All PERT Program partners are committed to working together to achieve the stated project goals through monthly meetings designed to develop and implementation, as well as monitor and evaluate the project. PERT Program Partners shall meet informally and as often as needed.

4.2 Record Retention. The CITY and COUNTY shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3) years, from the date of termination or completion of this MOU.

4.3 Compliance with Non-Discrimination and Equal Opportunity Laws: The CITY and COUNTY shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102,and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. CITY and COUNTY shall notdiscriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

California Public Records Act. The Parties are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). In the event either Party receives a CPRA request for records related to the PERT program the Parties shall collaborate to comply with theCPRA and to prevent disclosure of exempt records, such as medical or mental health records.

4.4 Records and Confidentiality. Records created by the BHSD PERT Clinician, even while operating in collaboration with CITY, shall be considered County records, free from the control and direction of any other party to this MOU. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

Both Parties agree that all BHSD PERT Clinicians are County employees and shall follow the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The BHSD shall train all BHSD PERT Clinicians on federal, state, and local policies and procedures with respect to the confidentiality, use and/or disclosure of protected health information of clients as necessary and appropriate for the BHSD PERT Clinicians to perform their functions. The BHSD shall provide BHSD PERT Clinicians with the appropriate Health System(s) policies and procedures, which are subject to change from time to time. The BHSD reserves the right to take appropriate

action for violation of its policies; such action may include immediate termination of any BHSD PERT Clinician who violates Federal, State, or local law and policy.

4.5 Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

4.6 Indemnification and Insurance

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

b. Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained throughout the term of the Agreement the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; (ii) a policyof automobile liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate (iii) a policy of workers' compensation providing statutory coverage; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by a commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirementsof this section may be satisfied by the provision of similar coverage through a self-insurance program.

4.7 Notices. All notices required under the terms of this MOU will be in writing and must betransmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Bruce Copley, Director
BHSD Access and Unplanned Services
bruce.copley@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3957

CITY OF SANTA CLARA:

Rajeev Batra
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408)615-2210

By signing below, each agency approves the conditions set forth in this MOU as well as the submitted application and proposed project budget.

"COUNTY" County of Santa Clara

DocuSigned by:
Chanthavy Sivongxay 9/19/2022
66FE20FA1926480...

Chanthavy Sivongxay Date
Senior Strategic Sourcing Officer

"CITY" City of Santa Clara, a Municipal Corporation and Charter City

DocuSigned by:
Cynthia Bojorquez 9/1/2022
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Rajeev Batra Date
City Manager

APPROVED AS TO FORM AND LEGALITY:

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Megan Wheelehan 9/1/2022
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Megan Wheelehan Date
Deputy County Counsel

APPROVE AS TO FORM AND LEGALITY:

Luis M. Haro 8/31/2022

Office the City Attorney Date
City of Santa Clara

APPROVED:

DocuSigned by:
Sherri Terao 9/4/2022
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Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

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Vince Robben 9/5/2022
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Vincent DePaul Robben Date
Health Care Financial Manager County of Santa Clara Health System

23-1418 **Agenda Date: 2/7/2023**

REPORT TO COUNCIL

SUBJECT
Action on Approval of the Spending Plan for Supplemental Law Enforcement Services Fund and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In 1996, Assembly Bill 3229 established the Citizen's Option for Public Safety (COPS) program's Supplemental Law Enforcement Services Fund (SLESF). The Legislature determined that there was a compelling need for additional resources at the local level for the purpose of ensuring public safety and established the COPS program to advance community policing in all counties. The COPS program awards non-competitive and non-matching grants to law enforcement agencies to fund frontline municipal police services. The City has used these funds in prior years to purchase officer safety and duty equipment, communications equipment and vehicles, among other things, that are all used directly and solely in the provision of frontline police services to the community.

Per Government Code §§ 30061-30063, cities are allocated a proportionate share of COPS funds by the California Department of Finance, through Santa Clara County. Proportionate shares are based on population estimates determined by the California Department of Finance.

This is not a fixed amount grant. Under the standard grant program allocation, the City of Santa Clara is eligible to receive a minimum of $100,000 annually. Each fall, Santa Clara County estimates the allocation for each law enforcement agency in the county; the actual amount paid varies from the projection and is unknown until the payment cycle is complete. Monthly distributions are received via wire transfer and the City's Finance Department deposits these funds into a separate grant account. These distributions are not received in equal installments from month-to-month; therefore, spending over the course of the payment cycle can be unpredictable.

In recent years, the City of Santa Clara has received COPS funding as follows:

Funding Cycle	Minimum Amount to be Allocated	Projected Allocation *	Actual Amount Received **
COP 11 - 12	$100,000	$224,246	$169,674
COP 12 - 13	$100,000	$191,055	$200,160
COP 13 - 14	$100,000	$191,913	$205,650
COP 14 - 15	$100,000	$191,446	$219,432

COP 15 - 16	$100,000	$189,093	$244,542
COP 16 - 17	$100,000	$190,585	$270,027
COP 17 - 18	$100,000	$196,976	$282,165
COP 18 - 19	$100,000	$196,976	$307,179
COP 19 - 20	$100,000	$195,075	$305,734
COP 20 - 21	$100,000	$196,119	$327,071
COP 21 - 22	$100,000	$200,298	$331,034

*The Projected Allocation column shows the California Department of Finance's initial estimated grant allocation.
**This column reflects the total amount received by the City; this report requests action on behalf of the Council for the additional funding received from FY 2021/22.

The COPS/SLESF grant does not have any application or other requirements; the monies are transferred to local entities through the County by operation of law (Government Code §§30061-30063) and are to be expended in accordance with the requirements of those code sections. The Government Code contains the following requirements for a recipient agency:

- The funds shall be used exclusively for frontline law enforcement services
- The funds cannot be used to supplant other existing funding sources for general law enforcement services
- The City Council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the Chief of Police
- Moneys in the fund shall not be transferred to, or intermingled with, the moneys in any other fund in the City treasury, except to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys
- Once the appropriation of the grant funds is made, it cannot be subsequently altered by the City Council
- Administrative overhead costs cannot exceed of 0.5% of the City's allocation
- The funds cannot be used for a capital or construction project that does not directly support frontline law enforcement services

DISCUSSION

Santa Clara County's estimated allocation for frontline law enforcement equipment for Fiscal Year 2022/23 is $3,339,482. Based on the January 2022 population estimate of 130,127, the City of Santa Clara expects to receive $200,980 in COPS funding, as presented in Attachment 1. Staff recommends appropriating these funds as part of this report.

On October 17, 2022, the Police Department received an additional allocation in the amount of $130,737 for the FY 2021/22 COPS grant, increasing the total amount received from $200,298 to $331,035. Staff recommends appropriating the additional funding of $130,737 as part of this report.

In accordance with grant requirements, staff is also presenting a spending plan to account for the FY 2022/23 grant and adjustments to the FY 2021/22 grant. The last spending plan was approved on January 25, 2022 (RTC #22-1559, Attachment 2) totaled $288,869 in purchases with the understanding the Police Department would return to City Council should additional funds become available. The last approved spending plan accounted for the anticipated FY 2021/22 grant as well as

additional funding for the FY 2020/21 grant.

In this memorandum, the Chief of Police requests that the City Council approve a spending plan totaling $331,717 to account for the FY 2022/23 grant ($200,980) plus the increase in the FY 2021/22 grant ($130,737). These grant funds will be used to support front line municipal police services, as described below.

Current Priority	Equipment, Program or Service *	Not to Exceed Estimated Amount **
1	Fund an extension to the Psychiatric Emergency Response Team (PERT) program with the County of Santa Clara	$70,000
2	Training in the Communications Center related to new Public Safety Dispatchers and calls for service	$30,000
3	Batteries for P-25 radios	$60,000
4	Canine equipment / training	$15,000
5	Training of personnel to conduct “train the trainer” courses internally to our organization on front line law enforcement services/equipment	$26,717
6	Evidence collection equipment	$60,000
7	Pilot program with Axon mobile Automated License Plate Readers, expand the number of fixed Automated License Plate Readers through FLOCK and/or extend existing software service agreement	$40,000
8	Axon Air software subscription and accessories to support the Directed Aerial Response Team	$20,000
9	Firearms, ammunition and associated equipment	$10,000
	TOTAL	**$331,717**

*Priorities may change over the course of the grant cycle and/or alternate funding sources may become available.
**Estimates to be fleshed out (e.g. vendor, number of items, promotions, etc.) as funding becomes available over the grant cycle.

Staff will continue to evaluate priorities based on needs and the actual funding amount received as not all items may be funded.

If additional FY 2022/23 grant funds become available, staff will bring forward a budget adjustment.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

In October 2022, the City of Santa Clara received official notice from the California Department of Finance that its expected Citizens' Option for Public Safety allocation for FY 2022/23 is $200,980.

Also, in October 2022, the Police Department received additional funding of $130,737 for the COP 2021/22 allocation, bringing the total COP 2021/22 award to $331,035.

Budget actions are recommended to recognize the COPS grant revenue and appropriate the funding in the City's Police Operating Grant Trust Fund, as detailed in the table below.

Budget Amendment
FY 2022/23

Police Operating Grant Trust Fund	**Current Budget**	**Increase / (Decrease)**	**Revised Budget**
Revenue			
Grant Funding - COP22	$10,760	$130,737	$141,497
Grant Funding - COP23	$0	$200,980	$200,980
Expenditures			
Citizen's Option for Public Safety FY 2021/22	$146,062	$130,737	$276,799
Citizen's Option for Public Safety FY 2022/23	$0	$200,980	$200,980

Although equipment purchased with the grant funds will not initially create any additional cost for the City, it is possible that future repair or other servicing, or replacement costs, for such equipment would create an expense. The department will absorb such costs within future budget allocations.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund; and
2. Approve a FY 2022/23 budget amendment in the Police Operating Grant Trust Fund to recognize revenue in the amount of $130,737 for the COPS 22 grant and $200,980 for the COPS 23 grant, increase the Citizen's Option for Public Safety FY 2021/22

appropriation in the amount of $130,737, and establish the Citizen's Option for Public Safety FY 2022/23 appropriation in the amount of $200,980 **(five affirmative Council votes required to appropriate additional revenue)**.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: City Manager's Office

ATTACHMENTS

1. Letter from the California Department of Finance with Citizens' Option for Public Safety percentages and allocation
2. Report to Council #22-1559 from the January 25, 2022 City Council meeting

DEPARTMENT OF FINANCE

Gavin Newsom ▪ Governor

915 L Street ▪ Sacramento CA ▪ 95814-3706 ▪ www.dof.ca.gov

September 14, 2022

Honorable Betty T. Yee
State Controller
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

Attention: Evelyn Calderon-Yee, Chief
Bureau of Payments, Local Government Programs and Services Division,
State Controller's Office

Dear Controller Yee:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the 2022-23 allocation of $214,200,000 in Citizens' Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in Section 29552, subdivision (d), 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

(1) 5.15 percent to county sheriffs for county jail construction and operation ($11,031,300).

(2) 5.15 percent to district attorneys for criminal prosecution ($11,031,300).

(3) 50 percent to counties to implement a comprehensive multi-agency juvenile justice plan ($107,100,000).

(4) 39.7 percent to counties and cities for front-line law enforcement ($85,037,400).

Please note that the by-county percentages for the first three allocations above: (1) county jail construction and operation, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II.

Pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a minimum grant of $100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of $100,000 to each law enforcement jurisdiction listed in Attachment II.

Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Cynthia Mendonza, Staff Finance Budget Analyst, at (916) 445-8913.

Sincerely,

Amy Jarvis

AMY JARVIS
Program Budget Manager

Attachment

cc: Natalie Sidarous, Chief, Local Government Programs and Services Division, State Controller's Office
Anne Kato, Assistant Chief, Local Government Programs and Services Division, State Controller's Office
Melma Dizon, Manager, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office
Kathleen Howard, Executive Director, Board of State and Community Corrections

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety and Juvenile Justice Crime Prevention Act Allocations
Based on Jan. 1, 2022 Population Estimates

			COPS (Excluding Front-line Enforcement)*				JJCPA		Total		Net Total (Including Front-line Enforcemnet)		
			5.15%		5.15%		50.00%		60.30%		100.00%		
			11,031,300		11,031,300		107,100,000		129,162,600		214,200,000		
COUNTY	1/1/2022 Population by County	Percent of 1/1/2022 Population by County	Co. Jail Operation Allocation by County	Percent of Co. Jail Operation Allocation by County	District Attorney Allocation by County	Percent of District Attorney Allocation by County	Juvenile Justice Allocation by County	Percent of Juvenile Justice Allocation by County	Total Allocation by County	Percent of Total Allocation by County	Net Total Allocation by County	Front-line Law Enforcement	Percent of Net Total Allocation by County
Alameda	1,651,979	4.21578026%	465,055	4.21578026%	$465,055	4.21578026%	$4,515,101	4.21578026%	$5,445,211	4.21578026%	$8,254,037	$2,808,826	3.30304762%
Alpine	1,200	0.00306235%	$338	0.00306235%	$338	0.00306235%	$3,280	0.00306235%	$3,955	0.00306235%	$103,955	$100,000	0.11759532%
Amador	40,297	0.10283623%	$11,344	0.10283623%	$11,344	0.10283623%	$110,138	0.10283623%	$132,826	0.10283623%	$732,826	$600,000	0.70557190%
Butte	201,608	0.51449506%	$56,755	0.51449506%	$56,755	0.51449506%	$551,024	0.51449506%	$664,535	0.51449506%	$1,323,451	$658,915	0.77485365%
Calaveras	45,049	0.11496314%	$12,682	0.11496314%	$12,682	0.11496314%	$123,126	0.11496314%	$148,489	0.11496314%	$348,489	$200,000	0.23519063%
Colusa	21,807	0.05565054%	$6,139	0.05565054%	$6,139	0.05565054%	$59,602	0.05565054%	$71,880	0.05565054%	$371,880	$300,000	0.35278595%
Contra Costa	1,156,555	2.95147925%	$325,587	2.95147925%	$325,587	2.95147925%	$3,161,034	2.95147925%	$3,812,207	2.95147925%	$6,384,481	$2,572,274	3.02487337%
Del Norte	27,218	0.06945918%	$7,662	0.06945918%	$7,662	0.06945918%	$74,391	0.06945918%	$89,715	0.06945918%	$289,715	$200,000	0.23519063%
El Dorado	190,465	0.48605859%	$53,619	0.48605859%	$53,619	0.48605859%	$520,569	0.48605859%	$627,806	0.48605859%	$1,072,793	$444,987	0.52328339%
Fresno	1,011,273	2.58072575%	$284,688	2.58072575%	$284,688	2.58072575%	$2,763,957	2.58072575%	$3,333,332	2.58072575%	$5,911,240	$2,577,907	3.03149831%
Glenn	28,750	0.07336878%	$8,094	0.07336878%	$8,094	0.07336878%	$78,578	0.07336878%	$94,765	0.07336878%	$394,765	$300,000	0.35278595%
Humboldt	135,168	0.34494300%	$38,052	0.34494300%	$38,052	0.34494300%	$369,434	0.34494300%	$445,537	0.34494300%	$1,256,359	$810,822	0.95348824%
Imperial	179,329	0.45763999%	$50,484	0.45763999%	$50,484	0.45763999%	$490,132	0.45763999%	$591,100	0.45763999%	$1,391,100	$800,000	0.94076254%
Inyo	18,978	0.04843105%	$5,343	0.04843105%	$5,343	0.04843105%	$51,870	0.04843105%	$62,555	0.04843105%	$262,555	$200,000	0.23519063%
Kern	909,813	2.32180414%	$256,125	2.32180414%	$256,125	2.32180414%	$2,486,652	2.32180414%	$2,998,903	2.32180414%	$5,302,318	$2,303,416	2.70870909%
Kings	152,023	0.38795624%	$42,797	0.38795624%	$42,797	0.38795624%	$415,501	0.38795624%	$501,094	0.38795624%	$1,001,094	$500,000	0.58797658%
Lake	67,407	0.17201980%	$18,976	0.17201980%	$18,976	0.17201980%	$184,233	0.17201980%	$222,185	0.17201980%	$522,185	$300,000	0.35278595%
Lassen	30,274	0.07725796%	$8,523	0.07725796%	$8,523	0.07725796%	$82,743	0.07725796%	$99,788	0.07725796%	$299,788	$200,000	0.23519063%
Los Angeles	9,861,224	25.1654249100%	$2,776,074	25.16542491%	$2,776,074	25.16542491%	$26,952,170	25.16542491%	$32,504,317	25.16542491%	$51,149,975	$18,645,658	21.92642075%
Madera	157,396	0.40166791%	$44,309	0.40166791%	$44,309	0.40166791%	$430,186	0.40166791%	$518,805	0.40166791%	$832,786	$313,981	0.36922696%
Marin	257,135	0.65619760%	$72,387	0.65619760%	$72,387	0.65619760%	$702,788	0.65619760%	$847,562	0.65619760%	$2,051,022	$1,203,461	1.41521328%
Mariposa	17,045	0.04349812%	$4,798	0.04349812%	$4,798	0.04349812%	$46,586	0.04349812%	$56,183	0.04349812%	$156,183	$100,000	0.11759532%
Mendocino	89,999	0.22967363%	$25,336	0.22967363%	$25,336	0.22967363%	$245,980	0.22967363%	$296,652	0.22967363%	$796,652	$500,000	0.58797658%
Merced	284,338	0.72561850%	$80,045	0.72561850%	$80,045	0.72561850%	$777,137	0.72561850%	$937,228	0.72561850%	$1,715,144	$777,917	0.91479350%
Modoc	8,690	0.02217651%	$2,446	0.02217651%	$2,446	0.02217651%	$23,751	0.02217651%	$28,644	0.02217651%	$228,644	$200,000	0.23519063%
Mono	13,379	0.03414264%	$3,766	0.03414264%	$3,766	0.03414264%	$36,567	0.03414264%	$44,100	0.03414264%	$244,100	$200,000	0.23519063%
Monterey	433,716	1.10682481%	$122,097	1.10682481%	$122,097	1.10682481%	$1,185,409	1.10682481%	$1,429,604	1.10682481%	$2,938,558	$1,508,954	1.77445925%
Napa	136,179	0.34752303%	$38,336	0.34752303%	$38,336	0.34752303%	$372,197	0.34752303%	$448,870	0.34752303%	$1,068,537	$619,667	0.72869924%
Nevada	101,242	0.25836528%	$28,501	0.25836528%	$28,501	0.25836528%	$276,709	0.25836528%	$333,711	0.25836528%	$737,487	$403,776	0.47482126%
Orange	3,162,245	8.06991496%	$890,217	8.06991496%	$890,217	8.06991496%	$8,642,879	8.06991496%	$10,423,312	8.06991496%	$16,083,254	$5,659,942	6.65582657%
Placer	409,025	1.04381443%	$115,146	1.04381443%	$115,146	1.04381443%	$1,117,925	1.04381443%	$1,348,218	1.04381443%	$2,266,214	$917,996	1.07952074%
Plumas	18,942	0.04833918%	$5,332	0.04833918%	$5,332	0.04833918%	$51,771	0.04833918%	$62,436	0.04833918%	$262,436	$200,000	0.23519063%
Riverside	2,435,525	6.21535638%	$685,635	6.21535638%	$685,635	6.21535638%	$6,656,647	6.21535638%	$8,027,916	6.21535638%	$12,582,652	$4,554,736	5.35615588%
Sacramento	1,576,618	4.02346219%	$443,840	4.02346219%	$443,840	4.02346219%	$4,309,128	4.02346219%	$5,196,808	4.02346219%	$7,791,689	$2,594,881	3.05145811%
San Benito	65,479	0.16709963%	$18,433	0.16709963%	$18,433	0.16709963%	$178,964	0.16709963%	$215,830	0.16709963%	$515,830	$300,000	0.35278595%
San Bernardino	2,187,665	5.58282818%	$615,859	5.58282818%	$615,859	5.58282818%	$5,979,209	5.58282818%	$7,210,926	5.58282818%	$11,230,847	$4,019,920	4.72723823%
San Diego	3,287,306	8.38906532%	$925,423	8.38906532%	$925,423	8.38906532%	$8,984,689	8.38906532%	$10,835,535	8.38906532%	$16,320,064	$5,484,529	6.44954910%
San Francisco	842,754	2.15067242%	$237,247	2.15067242%	$237,247	2.15067242%	$2,303,370	2.15067242%	$2,777,864	2.15067242%	$4,079,487	$1,301,623	1.53064763%
San Joaquin	784,298	2.00149519%	$220,791	2.00149519%	$220,791	2.00149519%	$2,143,601	2.00149519%	$2,585,183	2.00149519%	$4,012,081	$1,426,898	1.67796543%
San Luis Obispo	280,721	0.71638807%	$79,027	0.71638807%	$79,027	0.71638807%	$767,252	0.71638807%	$925,305	0.71638807%	$1,813,677	$888,372	1.04468371%
San Mateo	744,662	1.90034580%	$209,633	1.90034580%	$209,633	1.90034580%	$2,035,270	1.90034580%	$2,454,536	1.90034580%	$4,800,890	$2,346,354	2.75920216%
Santa Barbara	445,164	1.13603962%	$125,320	1.13603962%	$125,320	1.13603962%	$1,216,698	1.13603962%	$1,467,338	1.13603962%	$2,586,992	$1,119,654	1.31666020%
Santa Clara	1,894,783	4.83540576%	$533,408	4.83540576%	$533,408	4.83540576%	$5,178,720	4.83540576%	$6,245,536	4.83540576%	$9,585,018	$3,339,482	3.92707485%
Santa Cruz	266,564	0.68026001%	$75,042	0.68026001%	$75,042	0.68026001%	$728,558	0.68026001%	$878,642	0.68026001%	$1,479,389	$600,748	0.70645133%
Shasta	180,531	0.46070745%	$50,822	0.46070745%	$50,822	0.46070745%	$493,418	0.46070745%	$595,062	0.46070745%	$1,040,953	$445,892	0.52434771%
Sierra	3,229	0.00824027%	$909	0.00824027%	$909	0.00824027%	$8,825	0.00824027%	$10,643	0.00824027%	$210,643	$200,000	0.23519063%
Siskiyou	43,830	0.11185230%	$12,339	0.11185230%	$12,339	0.11185230%	$119,794	0.11185230%	$144,471	0.11185230%	$1,244,471	$1,100,000	1.29354849%
Solano	447,241	1.14134004%	$125,905	1.14134004%	$125,905	1.14134004%	$1,222,375	1.14134004%	$1,474,184	1.14134004%	$2,506,019	$1,031,835	1.21338961%
Sonoma	482,404	1.23107452%	$135,804	1.23107452%	$135,804	1.23107452%	$1,318,481	1.23107452%	$1,590,088	1.23107452%	$2,865,665	$1,275,577	1.50001884%
Stanislaus	549,466	1.40221390%	$154,682	1.40221390%	$154,682	1.40221390%	$1,501,771	1.40221390%	$1,811,136	1.40221390%	$3,129,618	$1,318,482	1.55047339%
Sutter	99,145	0.25301383%	$27,911	0.25301383%	$27,911	0.25301383%	$270,978	0.25301383%	$326,799	0.25301383%	$634,393	$307,594	0.36171570%
Tehama	65,052	0.16600994%	$18,313	0.16600994%	$18,313	0.16600994%	$177,797	0.16600994%	$214,423	0.16600994%	$614,423	$400,000	0.47038127%
Trinity	16,023	0.04089002%	$4,511	0.04089002%	$4,511	0.04089002%	$43,793	0.04089002%	$52,815	0.04089002%	$152,815	$100,000	0.11759532%
Tulare	475,014	1.21221556%	$133,723	1.21221556%	$133,723	1.21221556%	$1,298,283	1.21221556%	$1,565,729	1.21221556%	$2,701,407	$1,135,678	1.33550374%
Tuolumne	55,291	0.14110028%	$15,565	0.14110028%	$15,565	0.14110028%	$151,118	0.14110028%	$182,249	0.14110028%	$382,249	$200,000	0.23519063%
Ventura	833,652	2.12744450%	$234,685	2.12744450%	$234,685	2.12744450%	$2,278,493	2.12744450%	$2,747,863	2.12744450%	$4,362,715	$1,614,853	1.89899117%
Yolo	221,165	0.56440369%	$62,261	0.56440369%	$62,261	0.56440369%	$604,476	0.56440369%	$728,998	0.56440369%	$1,229,188	$500,189	0.58819926%
Yuba	82,275	0.20996231%	$23,162	0.20996231%	$23,162	0.20996231%	$224,870	0.20996231%	$271,193	0.20996231%	$572,800	$301,607	0.35467593%
Total	39,185,605	100.00000000%	$11,031,300	100.00000000%	$11,031,300	100.00000000%	$107,100,000	100.00000000%	$129,162,600	100.00000000%	$214,200,000	$85,037,400	100.00000000%

*Note that the COPS Front-line Law Enforcement breakdown by county and city for SCO distribution is provided in Attachment II.

ATTACHMENT II

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Alameda	**1,651,979**	**$2,808,826**	**3.30304764%**
Alameda	77,784	$120,136	0.14127479%
Albany	21,648	$100,000	0.11759532%
Berkeley	124,563	$192,386	0.22623691%
Dublin	72,932	$112,643	0.13246237%
Emeryville	12,497	$100,000	0.11759532%
Fremont	229,476	$354,423	0.41678461%
Hayward	160,591	$248,031	0.29167258%
Livermore	86,149	$133,056	0.15646768%
Newark	47,229	$100,000	0.11759532%
Oakland	424,464	$655,579	0.77093056%
Piedmont	10,977	$100,000	0.11759532%
Pleasanton	77,609	$119,866	0.14095695%
San Leandro	88,404	$136,539	0.16056331%
Union City	68,150	$105,257	0.12377709%
Unincorporated	149,506	$230,910	0.27153951%
Alpine	**1,200**	**$100,000**	**0.11759532%**
Amador	**40,297**	**$600,000**	**0.70557192%**
Amador	191	$100,000	0.11759532%
Ione	8,888	$100,000	0.11759532%
Jackson	5,028	$100,000	0.11759532%
Plymouth	1,045	$100,000	0.11759532%
Sutter Creek	2,620	$100,000	0.11759532%
Unincorporated	22,525	$100,000	0.11759532%
Butte	**201,608**	**$658,915**	**0.77485367%**
Biggs	1,939	$100,000	0.11759532%
Chico	102,892	$158,915	0.18687707%
Gridley	7,205	$100,000	0.11759532%
Oroville	18,863	$100,000	0.11759532%
Paradise	7,705	$100,000	0.11759532%
Unincorporated	63,004	$100,000	0.11759532%
Calaveras	**45,049**	**$200,000**	**0.23519064%**
Angels City	3,623	$100,000	0.11759532%
Unincorporated	41,426	$100,000	0.11759532%
Colusa	**21,807**	**$300,000**	**0.35278596%**
Colusa	6,383	$100,000	0.11759532%
Williams	5,563	$100,000	0.11759532%
Unincorporated	9,861	$100,000	0.11759532%
Contra Costa	**1,156,555**	**$2,572,274**	**3.02487341%**
Antioch	115,074	$177,730	0.20900256%
Brentwood	64,342	$100,000	0.11759532%
Clayton	10,863	$100,000	0.11759532%
Concord	123,634	$190,951	0.22454962%
Danville	43,352	$100,000	0.11759532%
El Cerrito	25,650	$100,000	0.11759532%
Hercules	26,091	$100,000	0.11759532%
Lafayette	25,064	$100,000	0.11759532%
Martinez	36,908	$100,000	0.11759532%
Moraga	17,105	$100,000	0.11759532%
Oakley	44,533	$100,000	0.11759532%
Orinda	19,478	$100,000	0.11759532%
Pinole	18,628	$100,000	0.11759532%
Pittsburg	75,156	$116,077	0.13650170%

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City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Pleasant Hill	34,026	$100,000	0.11759532%
Richmond	114,489	$176,827	0.20794006%
San Pablo	31,510	$100,000	0.11759532%
San Ramon	83,820	$129,459	0.15223764%
Walnut Creek	69,891	$107,946	0.12693917%
Unincorporated	176,941	$273,283	0.32136818%
Kensington Police Department	0	$100,000	0.11759532%
Del Norte	**27,218**	**$200,000**	**0.23519064%**
Crescent City	6,060	$100,000	0.11759532%
Unincorporated	21,158	$100,000	0.11759532%
El Dorado	**190,465**	**$444,987**	**0.52328340%**
Placerville	10,646	$100,000	0.11759532%
South Lake Tahoe	21,199	$100,000	0.11759532%
Unincorporated	158,620	$244,987	0.28809276%
Fresno	**1,011,273**	**$2,577,907**	**3.03149834%**
Clovis	123,665	$190,999	0.22460592%
Coalinga	17,277	$100,000	0.11759532%
Firebaugh	8,439	$100,000	0.11759532%
Fowler	6,962	$100,000	0.11759532%
Fresno	543,660	$839,676	0.98741968%
Huron	6,170	$100,000	0.11759532%
Kerman	16,639	$100,000	0.11759532%
Kingsburg	12,506	$100,000	0.11759532%
Mendota	12,440	$100,000	0.11759532%
Orange Cove	9,497	$100,000	0.11759532%
Parlier	14,497	$100,000	0.11759532%
Reedley	24,982	$100,000	0.11759532%
Sanger	26,304	$100,000	0.11759532%
San Joaquin	3,639	$100,000	0.11759532%
Selma	24,522	$100,000	0.11759532%
Unincorporated	160,074	$247,232	0.29073358%
Glenn	**28,750**	**$300,000**	**0.35278596%**
Orland	8,267	$100,000	0.11759532%
Willows	6,427	$100,000	0.11759532%
Unincorporated	14,056	$100,000	0.11759532%
Humboldt	**135,168**	**$810,822**	**0.95348826%**
Arcata	18,059	$100,000	0.11759532%
Blue Lake	1,151	$100,000	0.11759532%
Eureka	26,768	$100,000	0.11759532%
Ferndale	1,367	$100,000	0.11759532%
Fortuna	12,432	$100,000	0.11759532%
Rio Dell	3,342	$100,000	0.11759532%
Trinidad	296	$100,000	0.11759532%
Unincorporated	71,753	$110,822	0.13032102%
Imperial	**179,329**	**$800,000**	**0.94076256%**
Brawley	26,952	$100,000	0.11759532%
Calexico	38,711	$100,000	0.11759532%
Calipatria	6,367	$100,000	0.11759532%
El Centro	44,508	$100,000	0.11759532%
Holtville	5,565	$100,000	0.11759532%
Imperial	21,513	$100,000	0.11759532%
Westmorland	2,004	$100,000	0.11759532%
Unincorporated	33,709	$100,000	0.11759532%

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City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Inyo	**18,978**	**$200,000**	**0.23519064%**
Bishop	3,869	$100,000	0.11759532%
Unincorporated	15,109	$100,000	0.11759532%
Kern	**909,813**	**$2,303,416**	**2.70870913%**
Arvin	19,639	$100,000	0.11759532%
Bakersfield	408,865	$631,487	0.74259896%
California City	14,952	$100,000	0.11759532%
Delano	51,258	$100,000	0.11759532%
Maricopa	1,018	$100,000	0.11759532%
McFarland	13,902	$100,000	0.11759532%
Ridgecrest	28,061	$100,000	0.11759532%
Shafter	20,486	$100,000	0.11759532%
Taft	7,011	$100,000	0.11759532%
Tehachapi	12,375	$100,000	0.11759532%
Wasco	26,689	$100,000	0.11759532%
Unincorporated	305,557	$471,929	0.55496633%
Bear Valley Community Services District	0	$100,000	0.11759532%
Stallion Springs Community Services District	0	$100,000	0.11759532%
Kings	**152,023**	**$500,000**	**0.58797660%**
Avenal	13,186	$100,000	0.11759532%
Corcoran	22,047	$100,000	0.11759532%
Hanford	58,299	$100,000	0.11759532%
Lemoore	27,058	$100,000	0.11759532%
Unincorporated	31,433	$100,000	0.11759532%
Lake	**67,407**	**$300,000**	**0.35278596%**
Clearlake	16,509	$100,000	0.11759532%
Lakeport	4,999	$100,000	0.11759532%
Unincorporated	45,899	$100,000	0.11759532%
Lassen	**30,274**	**$200,000**	**0.23519064%**
Susanville	13,212	$100,000	0.11759532%
Unincorporated	17,062	$100,000	0.11759532%
Los Angeles	**9,861,224**	**$18,645,658**	**21.92641972%**
Agoura Hills	19,771	$100,000	0.11759532%
Alhambra	81,834	$126,392	0.14863058%
Arcadia	55,934	$100,000	0.11759532%
Artesia	16,226	$100,000	0.11759532%
Avalon	3,394	$100,000	0.11759532%
Azusa	49,704	$100,000	0.11759532%
Baldwin Park	70,855	$109,435	0.12869003%
Bell	33,624	$100,000	0.11759532%
Bellflower	77,359	$119,480	0.14050289%
Bell Gardens	38,861	$100,000	0.11759532%
Beverly Hills	32,265	$100,000	0.11759532%
Bradbury	904	$100,000	0.11759532%
Burbank	105,451	$162,868	0.19152484%
Calabasas	22,926	$100,000	0.11759532%
Carson	92,362	$142,652	0.16775201%
Cerritos	48,634	$100,000	0.11759532%
Claremont	37,072	$100,000	0.11759532%
Commerce	12,140	$100,000	0.11759532%
Compton	94,233	$145,542	0.17115020%
Covina	50,449	$100,000	0.11759532%
Cudahy	22,318	$100,000	0.11759532%

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City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Culver City	40,135	$100,000	0.11759532%
Diamond Bar	54,204	$100,000	0.11759532%
Downey	112,584	$173,885	0.20448011%
Duarte	21,258	$100,000	0.11759532%
El Monte	107,706	$166,351	0.19562047%
El Segundo	17,084	$100,000	0.11759532%
Gardena	59,947	$100,000	0.11759532%
Glendale	193,116	$298,265	0.35074594%
Glendora	51,821	$100,000	0.11759532%
Hawaiian Gardens	13,619	$100,000	0.11759532%
Hawthorne	86,841	$134,125	0.15772452%
Hermosa Beach	19,171	$100,000	0.11759532%
Hidden Hills	1,738	$100,000	0.11759532%
Huntington Park	53,942	$100,000	0.11759532%
Industry	438	$100,000	0.11759532%
Inglewood	106,481	$164,459	0.19339557%
Irwindale	1,490	$100,000	0.11759532%
La Canada Flintridge	20,081	$100,000	0.11759532%
La Habra Heights	5,594	$100,000	0.11759532%
Lakewood	80,876	$124,912	0.14689062%
La Mirada	48,696	$100,000	0.11759532%
Lancaster	175,164	$270,539	0.31814072%
La Puente	37,587	$100,000	0.11759532%
La Verne	32,304	$100,000	0.11759532%
Lawndale	31,301	$100,000	0.11759532%
Lomita	20,633	$100,000	0.11759532%
Long Beach	460,682	$711,518	0.83671132%
Los Angeles	3,819,538	$5,899,228	6.93721507%
Lynwood	66,723	$103,053	0.12118531%
Malibu	10,686	$100,000	0.11759532%
Manhattan Beach	34,902	$100,000	0.11759532%
Maywood	24,814	$100,000	0.11759532%
Monrovia	37,563	$100,000	0.11759532%
Montebello	61,622	$100,000	0.11759532%
Monterey Park	60,207	$100,000	0.11759532%
Norwalk	101,645	$156,989	0.18461221%
Palmdale	167,398	$258,544	0.30403576%
Palos Verdes Estates	12,980	$100,000	0.11759532%
Paramount	52,477	$100,000	0.11759532%
Pasadena	138,310	$213,618	0.25120483%
Pico Rivera	61,442	$100,000	0.11759532%
Pomona	149,766	$231,312	0.27201173%
Rancho Palos Verdes	41,468	$100,000	0.11759532%
Redondo Beach	68,972	$106,526	0.12527004%
Rolling Hills	1,684	$100,000	0.11759532%
Rolling Hills Estates	8,289	$100,000	0.11759532%
Rosemead	50,511	$100,000	0.11759532%
San Dimas	34,352	$100,000	0.11759532%
San Fernando	23,519	$100,000	0.11759532%
San Gabriel	38,845	$100,000	0.11759532%
San Marino	12,257	$100,000	0.11759532%
Santa Clarita	228,835	$353,433	0.41562039%
Santa Fe Springs	18,763	$100,000	0.11759532%
Santa Monica	92,408	$142,723	0.16783556%
Sierra Madre	10,865	$100,000	0.11759532%
Signal Hill	11,597	$100,000	0.11759532%
South El Monte	19,668	$100,000	0.11759532%
South Gate	93,259	$144,037	0.16938118%
South Pasadena	26,580	$100,000	0.11759532%

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Temple City	36,262	$100,000	0.11759532%
Torrance	144,433	$223,075	0.26232569%
Vernon	208	$100,000	0.11759532%
Walnut	28,094	$100,000	0.11759532%
West Covina	108,243	$167,180	0.19659579%
West Hollywood	35,399	$100,000	0.11759532%
Westlake Village	8,043	$100,000	0.11759532%
Whittier	87,931	$135,808	0.15970423%
Unincorporated	1,009,857	$1,559,711	1.83414759%
Madera	**157,396**	**$313,981**	**0.36922696%**
Chowchilla	18,851	$100,000	0.11759532%
Madera	65,843	$101,694	0.11958701%
Unincorporated	72,702	$112,287	0.13204463%
Marin	**257,135**	**$1,203,461**	**1.41521331%**
Belvedere	2,080	$100,000	0.11759532%
Corte Madera	10,028	$100,000	0.11759532%
Fairfax	7,418	$100,000	0.11759532%
Larkspur	12,797	$100,000	0.11759532%
Mill Valley	13,850	$100,000	0.11759532%
Novato	52,441	$100,000	0.11759532%
Ross	2,301	$100,000	0.11759532%
San Anselmo	12,645	$100,000	0.11759532%
San Rafael	60,560	$100,000	0.11759532%
Sausalito	7,072	$100,000	0.11759532%
Tiburon	8,956	$100,000	0.11759532%
Unincorporated	66,987	$103,461	0.12166479%
Mariposa	**17,045**	**$100,000**	**0.11759532%**
Mendocino	**89,999**	**$500,000**	**0.58797660%**
Fort Bragg	7,153	$100,000	0.11759532%
Point Arena	443	$100,000	0.11759532%
Ukiah	16,080	$100,000	0.11759532%
Willits	4,920	$100,000	0.11759532%
Unincorporated	61,403	$100,000	0.11759532%
Merced	**284,338**	**$777,917**	**0.91479352%**
Atwater	31,652	$100,000	0.11759532%
Dos Palos	5,715	$100,000	0.11759532%
Gustine	5,981	$100,000	0.11759532%
Livingston	14,410	$100,000	0.11759532%
Los Banos	46,639	$100,000	0.11759532%
Merced	89,058	$137,549	0.16175114%
Unincorporated	90,883	$140,368	0.16506578%
Modoc	**8,690**	**$200,000**	**0.23519064%**
Alturas	2,726	$100,000	0.11759532%
Unincorporated	5,964	$100,000	0.11759532%
Mono	**13,379**	**$200,000**	**0.23519064%**
Mammoth Lakes	7,365	$100,000	0.11759532%
Unincorporated	6,014	$100,000	0.11759532%
Monterey	**433,716**	**$1,508,954**	**1.77445928%**
Carmel-by-the-Sea	3,041	$100,000	0.11759532%
Del Rey Oaks	1,539	$100,000	0.11759532%
Gonzales	8,340	$100,000	0.11759532%

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City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Greenfield	19,634	$100,000	0.11759532%
King City	13,331	$100,000	0.11759532%
Marina	21,457	$100,000	0.11759532%
Monterey	28,082	$100,000	0.11759532%
Pacific Grove	14,761	$100,000	0.11759532%
Salinas	159,932	$247,013	0.29047567%
Sand City	372	$100,000	0.11759532%
Seaside	32,068	$100,000	0.11759532%
Soledad	26,308	$100,000	0.11759532%
Unincorporated	104,851	$161,941	0.19043509%
Napa	**136,179**	**$619,667**	**0.72869925%**
American Canyon	21,658	$100,000	0.11759532%
Calistoga	5,199	$100,000	0.11759532%
Napa	77,480	$119,667	0.14072265%
St Helena	5,437	$100,000	0.11759532%
Yountville	2,829	$100,000	0.11759532%
Unincorporated	23,576	$100,000	0.11759532%
Nevada	**101,242**	**$403,776**	**0.47482127%**
Grass Valley	13,617	$100,000	0.11759532%
Nevada City	3,334	$100,000	0.11759532%
Truckee	17,100	$100,000	0.11759532%
Unincorporated	67,191	$103,776	0.12203531%
Orange	**3,162,245**	**$5,659,942**	**6.65582662%**
Aliso Viejo	50,782	$100,000	0.11759532%
Anaheim	341,245	$527,049	0.61978448%
Brea	46,872	$100,000	0.11759532%
Buena Park	83,430	$128,857	0.15152931%
Costa Mesa	111,394	$172,047	0.20231878%
Cypress	49,810	$100,000	0.11759532%
Dana Point	32,943	$100,000	0.11759532%
Fountain Valley	56,564	$100,000	0.11759532%
Fullerton	142,732	$220,448	0.25923626%
Garden Grove	170,526	$263,375	0.30971697%
Huntington Beach	196,100	$302,874	0.35616562%
Irvine	310,250	$479,177	0.56348997%
Laguna Beach	22,706	$100,000	0.11759532%
Laguna Hills	30,750	$100,000	0.11759532%
Laguna Niguel	64,316	$100,000	0.11759532%
Laguna Woods	17,514	$100,000	0.11759532%
La Habra	61,792	$100,000	0.11759532%
Lake Forest	86,775	$134,023	0.15760465%
La Palma	15,332	$100,000	0.11759532%
Los Alamitos	11,873	$100,000	0.11759532%
Mission Viejo	92,515	$142,888	0.16802989%
Newport Beach	83,727	$129,315	0.15206873%
Orange	137,676	$212,639	0.25005333%
Placentia	51,204	$100,000	0.11759532%
Rancho Santa Margarita	47,279	$100,000	0.11759532%
San Clemente	63,380	$100,000	0.11759532%
San Juan Capistrano	34,798	$100,000	0.11759532%
Santa Ana	308,459	$476,411	0.56023708%
Seal Beach	24,846	$100,000	0.11759532%
Stanton	39,275	$100,000	0.11759532%
Tustin	79,535	$122,841	0.14445504%
Villa Park	5,782	$100,000	0.11759532%
Westminster	90,393	$139,611	0.16417582%

ATTACHMENT II

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Yorba Linda	67,233	$103,841	0.12211159%
Unincorporated	132,437	$204,547	0.24053802%
Placer	**409,025**	**$917,996**	**1.07952076%**
Auburn	13,608	$100,000	0.11759532%
Colfax	2,042	$100,000	0.11759532%
Lincoln	51,252	$100,000	0.11759532%
Loomis	6,739	$100,000	0.11759532%
Rocklin	71,663	$110,683	0.13015756%
Roseville	151,034	$233,270	0.27431473%
Unincorporated	112,687	$174,044	0.20466719%
Plumas	**18,942**	**$200,000**	**0.23519064%**
Portola	2,042	$100,000	0.11759532%
Unincorporated	16,900	$100,000	0.11759532%
Riverside	**2,435,525**	**$4,554,736**	**5.35615595%**
Banning	30,877	$100,000	0.11759532%
Beaumont	54,690	$100,000	0.11759532%
Blythe	17,505	$100,000	0.11759532%
Calimesa	10,899	$100,000	0.11759532%
Canyon Lake	11,056	$100,000	0.11759532%
Cathedral City	51,840	$100,000	0.11759532%
Coachella	42,158	$100,000	0.11759532%
Corona	156,778	$242,142	0.28474724%
Desert Hot Springs	32,569	$100,000	0.11759532%
Eastvale	69,929	$108,004	0.12700819%
Hemet	89,646	$138,457	0.16281909%
Indian Wells	4,762	$100,000	0.11759532%
Indio	89,137	$137,671	0.16189462%
Jurupa Valley	105,384	$162,764	0.19140315%
Lake Elsinore	71,615	$110,608	0.13007038%
La Quinta	37,860	$100,000	0.11759532%
Menifee	106,627	$164,684	0.19366074%
Moreno Valley	209,407	$323,426	0.38033439%
Murrieta	111,183	$171,721	0.20193555%
Norco	24,909	$100,000	0.11759532%
Palm Desert	50,889	$100,000	0.11759532%
Palm Springs	44,397	$100,000	0.11759532%
Perris	78,890	$121,845	0.14328356%
Rancho Mirage	16,804	$100,000	0.11759532%
Riverside	317,847	$490,911	0.57728798%
San Jacinto	54,593	$100,000	0.11759532%
Temecula	109,925	$169,778	0.19965072%
Wildomar	36,632	$100,000	0.11759532%
Unincorporated	396,717	$612,724	0.72053522%
Sacramento	**1,576,618**	**$2,594,881**	**3.05145812%**
Citrus Heights	86,367	$133,393	0.15686362%
Elk Grove	176,972	$273,331	0.32142449%
Folsom	84,592	$130,651	0.15363979%
Galt	25,239	$100,000	0.11759532%
Isleton	780	$100,000	0.11759532%
Rancho Cordova	80,359	$124,113	0.14595162%
Sacramento	518,037	$800,102	0.94088204%
Unincorporated	604,272	$933,290	1.09750592%
San Benito	**65,479**	**$300,000**	**0.35278596%**
Hollister	42,554	$100,000	0.11759532%

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Citizens' Option for Public Safety
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San Juan Bautista	2,093	$100,000	0.11759532%
Unincorporated	20,832	$100,000	0.11759532%
San Bernardino	**2,187,665**	**$4,019,920**	**4.72723827%**
Adelanto	36,357	$100,000	0.11759532%
Apple Valley	75,628	$116,806	0.13735897%
Barstow	25,202	$100,000	0.11759532%
Big Bear Lake	5,041	$100,000	0.11759532%
Chino	91,998	$142,090	0.16709090%
Chino Hills	77,964	$120,414	0.14160171%
Colton	53,617	$100,000	0.11759532%
Fontana	212,809	$328,681	0.38651325%
Grand Terrace	13,042	$100,000	0.11759532%
Hesperia	100,324	$154,949	0.18221295%
Highland	56,546	$100,000	0.11759532%
Loma Linda	25,349	$100,000	0.11759532%
Montclair	37,846	$100,000	0.11759532%
Needles	4,876	$100,000	0.11759532%
Ontario	179,516	$277,260	0.32604501%
Rancho Cucamonga	174,476	$269,476	0.31689114%
Redlands	72,585	$112,107	0.13183213%
Rialto	103,954	$160,556	0.18880592%
San Bernardino	220,840	$341,085	0.40109952%
Twentynine Palms	27,685	$100,000	0.11759532%
Upland	79,139	$122,229	0.14373580%
Victorville	136,561	$210,917	0.24802822%
Yucaipa	54,494	$100,000	0.11759532%
Yucca Valley	21,813	$100,000	0.11759532%
Unincorporated	300,003	$463,351	0.54487891%
San Diego	**3,287,306**	**$5,484,529**	**6.44954913%**
Carlsbad	115,585	$178,520	0.20993066%
Chula Vista	276,785	$427,491	0.50270934%
Coronado	22,277	$100,000	0.11759532%
Del Mar	3,929	$100,000	0.11759532%
El Cajon	105,638	$163,157	0.19186448%
Encinitas	61,515	$100,000	0.11759532%
Escondido	150,679	$232,722	0.27366996%
Imperial Beach	26,243	$100,000	0.11759532%
La Mesa	60,472	$100,000	0.11759532%
Lemon Grove	27,242	$100,000	0.11759532%
National City	61,471	$100,000	0.11759532%
Oceanside	173,048	$267,270	0.31429754%
Poway	48,759	$100,000	0.11759532%
San Diego	1,374,790	$2,123,346	2.49695528%
San Marcos	93,585	$144,541	0.16997328%
Santee	59,015	$100,000	0.11759532%
Solana Beach	12,812	$100,000	0.11759532%
Vista	100,291	$154,898	0.18215301%
Unincorporated	513,170	$792,585	0.93204238%
San Francisco	**842,754**	**$1,301,623**	**1.53064763%**
San Joaquin	**784,298**	**$1,426,898**	**1.67796544%**
Escalon	7,362	$100,000	0.11759532%
Lathrop	31,331	$100,000	0.11759532%
Lodi	66,570	$102,817	0.12090742%
Manteca	86,859	$134,153	0.15775721%
Ripon	15,979	$100,000	0.11759532%

ATTACHMENT II

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Stockton	322,489	$498,080	0.58571899%
Tracy	94,538	$146,013	0.17170416%
Unincorporated	159,170	$245,836	0.28909170%
San Luis Obispo	**280,721**	**$888,372**	**1.04468373%**
Arroyo Grande	18,294	$100,000	0.11759532%
Atascadero	30,480	$100,000	0.11759532%
El Paso de Robles	31,176	$100,000	0.11759532%
Grover Beach	12,707	$100,000	0.11759532%
Morro Bay	10,466	$100,000	0.11759532%
Pismo Beach	7,981	$100,000	0.11759532%
San Luis Obispo	47,653	$100,000	0.11759532%
Unincorporated	121,964	$188,372	0.22151649%
San Mateo	**744,662**	**$2,346,354**	**2.75920222%**
Atherton	6,718	$100,000	0.11759532%
Belmont	27,203	$100,000	0.11759532%
Brisbane	4,721	$100,000	0.11759532%
Burlingame	30,283	$100,000	0.11759532%
Colma	1,370	$100,000	0.11759532%
Daly City	102,875	$158,889	0.18684619%
East Palo Alto	28,963	$100,000	0.11759532%
Foster City	33,056	$100,000	0.11759532%
Half Moon Bay	11,308	$100,000	0.11759532%
Hillsborough	11,018	$100,000	0.11759532%
Menlo Park	33,034	$100,000	0.11759532%
Millbrae	22,512	$100,000	0.11759532%
Pacifica	37,533	$100,000	0.11759532%
Portola Valley	4,289	$100,000	0.11759532%
Redwood City	82,344	$127,179	0.14955687%
San Bruno	42,656	$100,000	0.11759532%
San Carlos	29,837	$100,000	0.11759532%
San Mateo	103,779	$160,285	0.18848808%
South San Francisco	64,492	$100,000	0.11759532%
Woodside	5,212	$100,000	0.11759532%
Unincorporated	61,459	$100,000	0.11759532%
Broadmoor Police Protection District	0	$100,000	0.11759532%
Santa Barbara	**445,164**	**$1,119,654**	**1.31666022%**
Buellton	5,055	$100,000	0.11759532%
Carpinteria	12,963	$100,000	0.11759532%
Goleta	32,591	$100,000	0.11759532%
Guadalupe	8,544	$100,000	0.11759532%
Lompoc	43,845	$100,000	0.11759532%
Santa Barbara	86,591	$133,739	0.15727046%
Santa Maria	109,910	$169,755	0.19962347%
Solvang	5,709	$100,000	0.11759532%
Unincorporated	139,956	$216,160	0.25419437%
Santa Clara	**1,894,783**	**$3,339,482**	**3.92707488%**
Campbell	42,833	$100,000	0.11759532%
Cupertino	59,610	$100,000	0.11759532%
Gilroy	59,269	$100,000	0.11759532%
Los Altos	31,526	$100,000	0.11759532%
Los Altos Hills	8,400	$100,000	0.11759532%
Los Gatos	33,062	$100,000	0.11759532%
Milpitas	80,839	$124,855	0.14682342%
Monte Sereno	3,488	$100,000	0.11759532%
Morgan Hill	46,451	$100,000	0.11759532%

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Mountain View	83,864	$129,527	0.15231756%
Palo Alto	67,473	$104,211	0.12254749%
San Jose	976,482	$1,508,164	1.77353042%
Santa Clara	130,127	$200,980	0.23634250%
Saratoga	30,667	$100,000	0.11759532%
Sunnyvale	156,234	$241,301	0.28375920%
Unincorporated	84,458	$130,444	0.15339641%
Santa Cruz	**266,564**	**$600,748**	**0.70645134%**
Capitola	9,794	$100,000	0.11759532%
Santa Cruz	64,075	$100,000	0.11759532%
Scotts Valley	12,049	$100,000	0.11759532%
Watsonville	50,669	$100,000	0.11759532%
Unincorporated	129,977	$200,748	0.23607006%
Shasta	**180,531**	**$445,892**	**0.52434772%**
Anderson	11,088	$100,000	0.11759532%
Redding	92,963	$143,580	0.16884357%
Shasta Lake	10,237	$100,000	0.11759532%
Unincorporated	66,243	$102,311	0.12031351%
Sierra	**3,229**	**$200,000**	**0.23519064%**
Loyalton	737	$100,000	0.11759532%
Unincorporated	2,492	$100,000	0.11759532%
Siskiyou	**43,830**	**$1,100,000**	**1.29354852%**
Dorris	847	$100,000	0.11759532%
Dunsmuir	1,681	$100,000	0.11759532%
Etna	674	$100,000	0.11759532%
Fort Jones	684	$100,000	0.11759532%
Montague	1,215	$100,000	0.11759532%
Mount Shasta	3,204	$100,000	0.11759532%
Tulelake	886	$100,000	0.11759532%
Weed	2,828	$100,000	0.11759532%
Yreka	7,772	$100,000	0.11759532%
Unincorporated	24,039	$100,000	0.11759532%
Lake Shastina Community Services District	0	$100,000	0.11759532%
Solano	**447,241**	**$1,031,835**	**1.21338963%**
Benicia	26,656	$100,000	0.11759532%
Dixon	19,083	$100,000	0.11759532%
Fairfield	119,897	$185,179	0.21776231%
Rio Vista	9,925	$100,000	0.11759532%
Suisun City	28,896	$100,000	0.11759532%
Vacaville	101,257	$156,390	0.18390751%
Vallejo	123,190	$190,265	0.22374321%
Unincorporated	18,337	$100,000	0.11759532%
Sonoma	**482,404**	**$1,275,577**	**1.50001886%**
Cloverdale	8,905	$100,000	0.11759532%
Cotati	7,397	$100,000	0.11759532%
Healdsburg	11,030	$100,000	0.11759532%
Petaluma	58,945	$100,000	0.11759532%
Rohnert Park	43,998	$100,000	0.11759532%
Santa Rosa	175,775	$271,482	0.31925044%
Sebastopol	7,489	$100,000	0.11759532%
Sonoma	10,779	$100,000	0.11759532%
Windsor	25,942	$100,000	0.11759532%
Unincorporated	132,144	$204,095	0.24000586%

ATTACHMENT II

2022-23 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Stanislaus	**549,466**	**$1,318,482**	**1.55047341%**
Ceres	48,386	$100,000	0.11759532%
Hughson	7,495	$100,000	0.11759532%
Modesto	217,880	$336,513	0.39572343%
Newman	12,244	$100,000	0.11759532%
Oakdale	23,071	$100,000	0.11759532%
Patterson	24,370	$100,000	0.11759532%
Riverbank	24,583	$100,000	0.11759532%
Turlock	71,531	$110,479	0.12991781%
Waterford	8,872	$100,000	0.11759532%
Unincorporated	111,034	$171,491	0.20166493%
Sutter	**99,145**	**$307,594**	**0.36171571%**
Live Oak	9,394	$100,000	0.11759532%
Yuba City	69,663	$107,594	0.12652507%
Unincorporated	20,088	$100,000	0.11759532%
Tehama	**65,052**	**$400,000**	**0.47038128%**
Corning	8,100	$100,000	0.11759532%
Red Bluff	14,605	$100,000	0.11759532%
Tehama	424	$100,000	0.11759532%
Unincorporated	41,923	$100,000	0.11759532%
Trinity	**16,023**	**$100,000**	**0.11759532%**
Tulare	**475,014**	**$1,135,678**	**1.33550376%**
Dinuba	25,127	$100,000	0.11759532%
Exeter	10,257	$100,000	0.11759532%
Farmersville	10,239	$100,000	0.11759532%
Lindsay	12,566	$100,000	0.11759532%
Porterville	62,345	$100,000	0.11759532%
Tulare	69,462	$107,283	0.12616000%
Visalia	142,091	$219,458	0.25807205%
Woodlake	7,648	$100,000	0.11759532%
Unincorporated	135,279	$208,937	0.24569979%
Tuolumne	**55,291**	**$200,000**	**0.23519064%**
Sonora	5,144	$100,000	0.11759532%
Unincorporated	50,147	$100,000	0.11759532%
Ventura	**833,652**	**$1,614,853**	**1.89899119%**
Camarillo	70,171	$108,378	0.12744772%
Fillmore	16,469	$100,000	0.11759532%
Moorpark	35,399	$100,000	0.11759532%
Ojai	7,466	$100,000	0.11759532%
Oxnard	200,050	$308,975	0.36333979%
Port Hueneme	21,599	$100,000	0.11759532%
San Buenaventura	108,231	$167,161	0.19657400%
Santa Paula	30,892	$100,000	0.11759532%
Simi Valley	124,985	$193,038	0.22700336%
Thousand Oaks	124,592	$192,431	0.22628958%
Unincorporated	93,798	$144,870	0.17036014%
Yolo	**221,165**	**$500,189**	**0.58819927%**
Davis	64,869	$100,189	0.11781799%
West Sacramento	52,837	$100,000	0.11759532%
Winters	7,422	$100,000	0.11759532%
Woodland	60,137	$100,000	0.11759532%

ATTACHMENT II

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Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2022-23

City/County	City/County Population Estimates 1/1/2022	Projected Allocations by City/County	Percent of Allocation by City/County
Unincorporated	35,900	$100,000	0.11759532%
Yuba	**82,275**	**$301,607**	**0.35467594%**
Marysville	12,824	$100,000	0.11759532%
Wheatland	3,664	$100,000	0.11759532%
Unincorporated	65,787	$101,607	0.11948530%
CALIFORNIA TOTAL	**39,185,605**	**$85,037,400**	**100.00000000%**
CALIFORNIA CITY TOTAL	**32,813,058**	**$73,282,889**	**86.17724493%**

22-1559 **Agenda Date: 1/25/2022**

REPORT TO COUNCIL

SUBJECT
Action on Approval of the Spending Plan for Supplemental Law Enforcement Services Fund and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In 1996, Assembly Bill 3229 established the Citizen's Option for Public Safety (COPS) program's Supplemental Law Enforcement Services Fund (SLESF). The Legislature determined that there was a compelling need for additional resources at the local level for the purpose of ensuring public safety and established the COPS program to advance community policing in all counties. The COPS program awards non-competitive and non-matching grants to law enforcement agencies to fund frontline municipal police services. The City has used these funds in prior years to purchase officer safety and duty equipment, communications equipment and vehicles, among other things, that are all used directly and solely in the provision of frontline police services to the community.

Per Government Code §§ 30061-30063, cities are allocated a proportionate share of COPS funds by the California Department of Finance, through Santa Clara County. Proportionate shares are based on population estimates determined by the California Department of Finance.

This is not a fixed amount grant. Under the standard grant program allocation, the City of Santa Clara is eligible to receive a minimum of $100,000 annually. Each fall, Santa Clara County estimates the allocation for each law enforcement agency in the county; the actual amount paid varies from the projection and is unknown until the payment cycle is complete. Monthly distributions are received via wire transfer and the City's Finance Department deposits these funds into a separate grant account. These distributions are not received in equal installments from month-to-month; therefore, spending over the course of the payment cycle can be unpredictable.

In recent years, the City of Santa Clara has received COPS funding as follows:

Funding Cycle	Minimum Amount to be Allocated	Projected Allocation *	Actual Amount Received **
COP 11 - 12	$100,000	$224,246	$169,674
COP 12 - 13	$100,000	$191,055	$200,160
COP 13 - 14	$100,000	$191,913	$205,650
COP 14 - 15	$100,000	$191,446	$219,432

COP 15 - 16	$100,000	$189,093	$244,542
COP 16 - 17	$100,000	$190,585	$270,027
COP 17 - 18	$100,000	$196,976	$282,165
COP 18 - 19	$100,000	$196,976	$307,179
COP 19 - 20	$100,000	$195,075	$305,734
COP 20 - 21	$100,000	$196,119	$327,071

*The Projected Allocation column shows the California Department of Finance's initial estimated grant allocation.
**This column reflects the total amount received by the Police Department. This report requests action on behalf of the Council for the additional funding received from FY 2020/21.

The COPS/SLESF grant does not have any application or other requirements; the monies are transferred to local entities through the County by operation of law (Government Code §§30061-30063) and are to be expended in accordance with the requirements of those code sections. The Government Code contains the following requirements for a recipient agency:

- The funds shall be used exclusively for frontline law enforcement services
- The funds cannot be used to supplant other existing funding sources for general law enforcement services
- The City Council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the Chief of Police
- Moneys in the fund shall not be transferred to, or intermingled with, the moneys in any other fund in the City treasury, except to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys
- Once the appropriation of the grant funds is made, it cannot be subsequently altered by the City Council
- Administrative overhead costs cannot exceed of 0.5% of the City's allocation
- The funds cannot be used for a capital or construction project that does not directly support frontline law enforcement services

DISCUSSION

Santa Clara County's estimated allocation for frontline law enforcement equipment for Fiscal Year 2021/22 is $3,391,156. Based on the January 2021 population estimate of 130,746, the City of Santa Clara expects to receive $200,298 in COPS funding, as presented in Attachment 1. Staff recommends appropriating these funds as part of this report.

In addition, the Police Department has been allocated an additional $130,952 for the FY 2020/21 COPS grant, increasing the grant from $196,119 to $327,071. The anticipated FY 2020/21 allocation was approved by City Council on March 9, 2021 (RTC #21-37), with the understanding the Police Department would return to the City Council should additional funds become available. Staff recommends appropriating the additional funding of $130,952 as part of this report.

In accordance with grant requirements, the Chief of Police hereby requests that the City Council approve the spending plan for the additional grant moneys for FY 2020/21 and the anticipated grant moneys for FY 2021/22 to fund front line municipal police services, as described below. This amount includes $88,571 for the FY 2020/21 grant and $200,298 for the FY 2021/22 grant. Please note that the original spending plan for the FY 2020/21 grant approved on March 9, 2021 totaled $238,500 and

was above the amount appropriated ($196,119) to account for the potential receipt of additional grant funds. As a result, the FY 2020/21 grant spending plan needs to be amended to account for the additional $88,571 above the plan previously presented, bringing the spending plan to $327,071. Given the grant allocation can vary, some, or all, of the items may be purchased. If additional grant funds become available, staff will bring forward a budget adjustment.

Current Priority	Equipment, Program or Service *	Not to Exceed Estimated Amount **
1	Non-magnifying reflector sight for firearms (commonly referred to as red dot sights) and corresponding accessories	$10,000
2	Protective equipment (e.g. ballistic body armor, shields, helmets, gas masks, goggles, traffic control vests, flashlights, etc.) for use in training or in the field	$40,000
3	Software to support advances in technology, with an emphasis on tools to help financial crime detectives solve bitcoin, ethereum and other cryptocurrency crimes	$25,000
4	Expansion to the Department's vehicle fleet to support specialized unit equipment needs	$200,000
5	Crime scene / investigation gear	$13,869
	TOTAL	**$288,869**

*Priorities may change over the course of the grant cycle and/or alternate funding sources may become available.
**Estimates to be fleshed out (e.g. vendor, number of items, promotions, etc.) as funding becomes available over the grant cycle.

Staff will continue to evaluate priorities based on needs and the actual funding amount received as not all items may be funded.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

In October 2021, the City of Santa Clara received official notice from the California Department of Finance that its expected Citizens' Option for Public Safety allocation for FY 2021/22 is $200,298.

Also, in October 2021, the Police Department received additional funding of $130,952 for the COP 2020/21 allocation, bringing the total COP 2020/21 award to $327,071.

Budget actions are recommended to recognize the COPS grant revenue and appropriate the funding in the City's Police Operating Grant Trust Fund, as detailed in the table below.

Budget Amendment

FY 2021/22

Police Operating Grant Trust Fund	Current Budget	Increase / (Decrease)	Revised Budget
Revenue			
Grant Funding - COP21	$0	$130,952	$130,952
Grant Funding - COP22	$0	$200,298	$200,298
Expenditures			
Citizen's Option for Public Safety FY 2020/21	$0	$130,952	$130,952
Citizen's Option for Public Safety FY 2021/22	$0	$200,298	$200,298

Although equipment purchased with the grant funds will not initially create any additional cost for the City, it is possible that future repair or other servicing, or replacement costs, for such equipment would create an expense. The department will absorb such costs within future budget allocations.

COORDINATION

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

RECOMMENDATION

1. Approve the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund; and
2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,"* approve a FY 2021/22 budget amendment in the Police Operating Grant Trust Fund to recognize revenue in the amount of $130,952 for the COPS 21 grant and $200,298 for the COPS 22 grant, increase the Citizen's Option for Public Safety FY 2020/21 appropriation in the amount of $130,952, and establish the Citizen's Option for Public Safety FY 2021/22 appropriation in the amount of $200,298 **(five affirmative Council votes required to appropriate additional revenue)**.

Reviewed by: Patrick Nikolai, Chief of Police
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Letter from the California Department of Finance with Citizens' Option for Public Safety percentages and allocation
2. RTC 21-37, from the March 9, 2021 City Council meeting

DEPARTMENT OF FINANCE

Gavin Newsom ▪ Governor

915 L Street ▪ Sacramento CA ▪ 95814-3706 ▪ www.dof.ca.gov

September 7, 2021

Honorable Betty T. Yee
State Controller
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

Attention: Evelyn Calderon-Yee, Chief
Bureau of Payments, Local Government Programs and Services Division,
State Controller's Office

Dear Controller Yee:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the 2021-22 allocation of $214,200,000 in Citizens' Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in Section 29552, subdivision (d), 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

(1) 5.15 percent to county sheriffs for county jail construction and operation ($11,031,300).

(2) 5.15 percent to district attorneys for criminal prosecution ($11,031,300).

(3) 50 percent to counties to implement a comprehensive multi-agency juvenile justice plan ($107,100,000).

(4) 39.7 percent to counties and cities for front-line law enforcement ($85,037,400).

Please note that the by-county percentages for the first three allocations above: (1) county jail construction and operation, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II.

Pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a minimum grant of $100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of $100,000 to each law enforcement jurisdiction listed in Attachment II.

Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Justin Adelman, Principal Program Budget Analyst, at (916) 445-8913.

Sincerely,

Aaron Edwards

AARON EDWARDS
Assistant Program Budget Manager

Attachment

cc: Natalie Sidarous, Chief, Local Government Programs and Services Division, State Controller's Office
Anne Kato, Assistant Chief, Local Government Programs and Services Division, State Controller's Office
Melma Dizon, Manager, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office
Erika Bosnich, Supervisor, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office
Kathleen Howard, Executive Director, Board of State and Community Corrections

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety and Juvenile Justice Crime Prevention Act Allocations
Based on Jan. 1, 2021 Population Estimates

			COPS (Excluding Front-line Enforcement)*				JJCPA		Total		Net Total (Including Front-line Enforcemnet)		
			5.15%		5.15%		50.00%		60.30%		100.00%		
			11,031,300		11,031,300		107,100,000		129,162,600		214,200,000		
COUNTY	1/1/2021 Population by County	Percent of 1/1/2021 Population by County	Co. Jail Operation Allocation by County	Percent of Co. Jail Operation Allocation by County	District Attorney Allocation by County	Percent of District Attorney Allocation by County	Juvenile Justice Allocation by County	Percent of Juvenile Justice Allocation by County	Total Allocation by County	Percent of Total Allocation by County	Net Total Allocation by County	Front-line Law Enforcement	Percent of Net Total Allocation by County
Alameda	1,656,591	4.19742338%	463,030	4.19742338%	$463,030	4.19742338%	$4,495,440	4.19742338%	$5,421,501	4.19742338%	$8,222,659	$2,801,158	3.29403050%
Alpine	1,135	0.00287583%	$317	0.00287583%	$317	0.00287583%	$3,080	0.00287583%	$3,714	0.00287583%	$103,714	$100,000	0.11759532%
Amador	37,377	0.09470478%	10,447	0.09470478%	$10,447	0.09470478%	$101,429	0.09470478%	$122,323	0.09470478%	$722,323	$600,000	0.70557190%
Butte	202,669	0.51351698%	$56,648	0.51351698%	$56,648	0.51351698%	$549,977	0.51351698%	$663,272	0.51351698%	$1,334,070	$670,798	0.78882736%
Calaveras	45,036	0.11411094%	$12,588	0.11411094%	$12,588	0.11411094%	$122,213	0.11411094%	$147,389	0.11411094%	$347,389	$200,000	0.23519063%
Colusa	22,248	0.05637135%	$6,218	0.05637135%	$6,218	0.05637135%	$60,374	0.05637135%	$72,811	0.05637135%	$372,811	$300,000	0.35278595%
Contra Costa	1,153,854	2.92360260%	$322,511	2.92360260%	$322,511	2.92360260%	$3,131,178	2.92360260%	$3,776,201	2.92360260%	$6,336,161	$2,559,959	3.01039236%
Del Norte	26,949	0.06828261%	$7,532	0.06828261%	$7,532	0.06828261%	$73,131	0.06828261%	$88,196	0.06828261%	$288,196	$200,000	0.23519063%
El Dorado	195,362	0.49500271%	$54,605	0.49500271%	$54,605	0.49500271%	$530,148	0.49500271%	$639,358	0.49500271%	$1,086,120	$446,762	0.52537127%
Fresno	1,026,681	2.60137526%	$286,966	2.60137526%	$286,966	2.60137526%	$2,786,073	2.60137526%	$3,360,004	2.60137526%	$5,944,815	$2,584,811	3.03961652%
Glenn	29,679	0.07519981%	$8,296	0.07519981%	$8,296	0.07519981%	$80,539	0.07519981%	$97,130	0.07519981%	$397,130	$300,000	0.35278595%
Humboldt	130,851	0.33154656%	$36,574	0.33154656%	$36,574	0.33154656%	$355,086	0.33154656%	$428,234	0.33154656%	$1,234,908	$806,673	0.94861023%
Imperial	186,034	0.47136768%	$51,998	0.47136768%	$51,998	0.47136768%	$504,835	0.47136768%	$608,831	0.47136768%	$1,408,831	$800,000	0.94076254%
Inyo	18,563	0.04703440%	$5,189	0.04703440%	$5,189	0.04703440%	$50,374	0.04703440%	$60,751	0.04703440%	$260,751	$200,000	0.23519063%
Kern	914,193	2.31635635%	$255,524	2.31635635%	$255,524	2.31635635%	$2,480,818	2.31635635%	$2,991,866	2.31635635%	$5,288,442	$2,296,576	2.70066560%
Kings	152,543	0.38650914%	$42,637	0.38650914%	$42,637	0.38650914%	$413,951	0.38650914%	$499,225	0.38650914%	$999,225	$500,000	0.58797658%
Lake	63,940	0.16200936%	$17,872	0.16200936%	$17,872	0.16200936%	$173,512	0.16200936%	$209,256	0.16200936%	$509,256	$300,000	0.35278595%
Lassen	27,572	0.06986115%	$7,707	0.06986115%	$7,707	0.06986115%	$74,821	0.06986115%	$90,234	0.06986115%	$290,234	$200,000	0.23519063%
Los Angeles	10,044,458	25.4503633400%	$2,807,506	25.45036334%	$2,807,506	25.45036334%	$27,257,339	25.45036334%	$32,872,351	25.45036334%	$51,627,846	$18,755,495	22.05558401%
Madera	158,474	0.40153694%	$44,295	0.40153694%	$44,295	0.40153694%	$430,046	0.40153694%	$518,636	0.40153694%	$834,863	$316,227	0.37186818%
Marin	257,774	0.65314046%	$72,050	0.65314046%	$72,050	0.65314046%	$699,513	0.65314046%	$843,613	0.65314046%	$2,046,083	$1,202,470	1.41404814%
Mariposa	18,037	0.04570164%	$5,041	0.04570164%	$5,041	0.04570164%	$48,946	0.04570164%	$59,029	0.04570164%	$159,029	$100,000	0.11759532%
Mendocino	86,669	0.21959946%	$24,225	0.21959946%	$24,225	0.21959946%	$235,191	0.21959946%	$283,640	0.21959946%	$783,640	$500,000	0.58797658%
Merced	284,836	0.72170939%	$79,614	0.72170939%	$79,614	0.72170939%	$772,951	0.72170939%	$932,179	0.72170939%	$1,712,970	$780,792	0.91817425%
Modoc	9,491	0.02404803%	$2,653	0.02404803%	$2,653	0.02404803%	$25,755	0.02404803%	$31,061	0.02404803%	$231,061	$200,000	0.23519063%
Mono	13,295	0.03368649%	$3,716	0.03368649%	$3,716	0.03368649%	$36,078	0.03368649%	$43,510	0.03368649%	$243,510	$200,000	0.23519063%
Monterey	437,318	1.10806397%	$122,234	1.10806397%	$122,234	1.10806397%	$1,186,737	1.10806397%	$1,431,204	1.10806397%	$2,940,173	$1,508,969	1.77447701%
Napa	137,637	0.34874073%	$38,471	0.34874073%	$38,471	0.34874073%	$373,501	0.34874073%	$450,443	0.34874073%	$1,072,076	$621,633	0.73101138%
Nevada	97,466	0.24695659%	$27,243	0.24695659%	$27,243	0.24695659%	$264,491	0.24695659%	$318,976	0.24695659%	$719,187	$400,212	0.47063018%
Orange	3,153,764	7.99091795%	$881,502	7.99091795%	$881,502	7.99091795%	$8,558,273	7.99091795%	$10,321,277	7.99091795%	$15,941,772	$5,620,495	6.60943867%
Placer	404,994	1.02616233%	$113,199	1.02616233%	$113,199	1.02616233%	$1,099,020	1.02616233%	$1,325,418	1.02616233%	$2,233,963	$908,545	1.06840639%
Plumas	18,116	0.04590181%	$5,064	0.04590181%	$5,064	0.04590181%	$49,161	0.04590181%	$59,288	0.04590181%	$259,288	$200,000	0.23519063%
Riverside	2,454,453	6.21902353%	$686,039	6.21902353%	$686,039	6.21902353%	$6,660,574	6.21902353%	$8,032,652	6.21902353%	$12,569,172	$4,536,520	5.33473493%
Sacramento	1,561,014	3.95525309%	$436,316	3.95525309%	$436,316	3.95525309%	$4,236,076	3.95525309%	$5,108,708	3.95525309%	$7,658,836	$2,550,129	2.99883174%
San Benito	63,526	0.16096038%	$17,756	0.16096038%	$17,756	0.16096038%	$172,389	0.16096038%	$207,901	0.16096038%	$507,901	$300,000	0.35278595%
San Bernardino	2,175,909	5.51325663%	$608,184	5.51325663%	$608,184	5.51325663%	$5,904,698	5.51325663%	$7,121,066	5.51325663%	$11,096,877	$3,975,811	4.67536795%
San Diego	3,315,404	8.40047681%	$926,682	8.40047681%	$926,682	8.40047681%	$8,996,911	8.40047681%	$10,850,274	8.40047681%	$16,339,671	$5,489,397	6.45527322%
San Francisco	875,010	2.21707557%	$244,572	2.21707557%	$244,572	2.21707557%	$2,374,488	2.21707557%	$2,863,632	2.21707557%	$4,204,113	$1,340,481	1.57634261%
San Joaquin	783,534	1.98529627%	$219,004	1.98529627%	$219,004	1.98529627%	$2,126,252	1.98529627%	$2,564,260	1.98529627%	$3,984,488	$1,420,228	1.67012132%
San Luis Obispo	271,172	0.68708794%	$75,795	0.68708794%	$75,795	0.68708794%	$735,871	0.68708794%	$887,461	0.68708794%	$1,764,411	$876,951	1.03125287%
San Mateo	765,245	1.93895612%	$213,892	1.93895612%	$213,892	1.93895612%	$2,076,622	1.93895612%	$2,504,406	1.93895612%	$4,861,980	$2,357,574	2.77239648%
Santa Barbara	441,172	1.11782913%	$123,311	1.11782913%	$123,311	1.11782913%	$1,197,195	1.11782913%	$1,443,817	1.11782913%	$2,555,264	$1,111,447	1.30700909%
Santa Clara	1,934,171	4.90074773%	$540,616	4.90074773%	$540,616	4.90074773%	$5,248,701	4.90074773%	$6,329,933	4.90074773%	$9,721,089	$3,391,156	3.98784092%
Santa Cruz	261,115	0.66160580%	$72,984	0.66160580%	$72,984	0.66160580%	$708,580	0.66160580%	$854,547	0.66160580%	$1,456,378	$601,831	0.70772531%
Shasta	177,797	0.45049701%	$49,696	0.45049701%	$49,696	0.45049701%	$482,482	0.45049701%	$581,874	0.45049701%	$1,022,377	$440,504	0.51801179%
Sierra	3,189	0.00808020%	$891	0.00808020%	$891	0.00808020%	$8,654	0.00808020%	$10,437	0.00808020%	$210,437	$200,000	0.23519063%
Siskiyou	44,330	0.11232210%	$12,391	0.11232210%	$12,391	0.11232210%	$120,297	0.11232210%	$145,078	0.11232210%	$1,245,078	$1,100,000	1.29354849%
Solano	438,527	1.11112730%	$122,572	1.11112730%	$122,572	1.11112730%	$1,190,017	1.11112730%	$1,435,161	1.11112730%	$2,446,670	$1,011,509	1.18948764%
Sonoma	484,207	1.22686999%	$135,340	1.22686999%	$135,340	1.22686999%	$1,313,978	1.22686999%	$1,584,657	1.22686999%	$2,853,163	$1,268,506	1.49170329%
Stanislaus	555,968	1.40869598%	$155,397	1.40869598%	$155,397	1.40869598%	$1,508,713	1.40869598%	$1,819,508	1.40869598%	$3,143,212	$1,323,704	1.55661394%
Sutter	101,289	0.25664320%	$28,311	0.25664320%	$28,311	0.25664320%	$274,865	0.25664320%	$331,487	0.25664320%	$639,913	$308,426	0.36269458%
Tehama	65,354	0.16559212%	$18,267	0.16559212%	$18,267	0.16559212%	$177,349	0.16559212%	$213,883	0.16559212%	$613,883	$400,000	0.47038127%
Trinity	13,535	0.03429460%	$3,783	0.03429460%	$3,783	0.03429460%	$36,730	0.03429460%	$44,296	0.03429460%	$144,296	$100,000	0.11759532%
Tulare	481,733	1.22060144%	$134,648	1.22060144%	$134,648	1.22060144%	$1,307,264	1.22060144%	$1,576,561	1.22060144%	$2,716,082	$1,139,521	1.34002364%
Tuolumne	53,465	0.13546810%	$14,944	0.13546810%	$14,944	0.13546810%	$145,086	0.13546810%	$174,974	0.13546810%	$374,974	$200,000	0.23519063%
Ventura	835,223	2.11626439%	$233,451	2.11626439%	$233,451	2.11626439%	$2,266,519	2.11626439%	$2,733,422	2.11626439%	$4,339,396	$1,605,974	1.88855067%
Yolo	217,500	0.55109534%	$60,793	0.55109534%	$60,793	0.55109534%	$590,223	0.55109534%	$711,809	0.55109534%	$1,217,966	$506,157	0.59521717%
Yuba	79,407	0.20119921%	$22,195	0.20119921%	$22,195	0.20119921%	$215,484	0.20119921%	$259,874	0.20119921%	$559,874	$300,000	0.35278595%
Total	39,466,855	100.00000000%	$11,031,300	100.00000000%	$11,031,300	100.00000000%	$107,100,000	100.00000000%	$129,162,600	100.00000000%	$214,200,000	$85,037,400	100.00000000%

*Note that the COPS Front-line Law Enforcement breakdown by county and city for SCO distribution is provided in Attachment II.

ATTACHMENT II

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Alameda	**1,656,591**	**$2,801,158**	**3.29403052%**
Alameda	80,884	$123,911	0.14571364%
Albany	17,055	$100,000	0.11759532%
Berkeley	116,761	$178,873	0.21034656%
Dublin	64,695	$100,000	0.11759532%
Emeryville	12,586	$100,000	0.11759532%
Fremont	234,239	$358,845	0.42198480%
Hayward	158,089	$242,186	0.28479952%
Livermore	91,216	$139,739	0.16432689%
Newark	48,859	$100,000	0.11759532%
Oakland	435,514	$667,190	0.78458449%
Piedmont	11,296	$100,000	0.11759532%
Pleasanton	78,371	$120,061	0.14118644%
San Leandro	87,289	$133,723	0.15725234%
Union City	72,779	$111,495	0.13111237%
Unincorporated	146,958	$225,134	0.26474687%
Alpine	**1,135**	**$100,000**	**0.11759532%**
Amador	**37,377**	**$600,000**	**0.70557192%**
Amador	153	$100,000	0.11759532%
Ione	7,712	$100,000	0.11759532%
Jackson	4,621	$100,000	0.11759532%
Plymouth	950	$100,000	0.11759532%
Sutter Creek	2,421	$100,000	0.11759532%
Unincorporated	21,520	$100,000	0.11759532%
Butte	**202,669**	**$670,798**	**0.78882738%**
Biggs	1,727	$100,000	0.11759532%
Chico	111,490	$170,798	0.20085078%
Gridley	6,129	$100,000	0.11759532%
Oroville	17,863	$100,000	0.11759532%
Paradise	6,046	$100,000	0.11759532%
Unincorporated	59,414	$100,000	0.11759532%
Calaveras	**45,036**	**$200,000**	**0.23519064%**
Angels City	4,038	$100,000	0.11759532%
Unincorporated	40,998	$100,000	0.11759532%
Colusa	**22,248**	**$300,000**	**0.35278596%**
Colusa	6,268	$100,000	0.11759532%
Williams	5,487	$100,000	0.11759532%
Unincorporated	10,493	$100,000	0.11759532%
Contra Costa	**1,153,854**	**$2,559,959**	**3.01039241%**
Antioch	112,848	$172,879	0.20329723%
Brentwood	66,097	$101,258	0.11907466%
Clayton	11,268	$100,000	0.11759532%
Concord	129,273	$198,041	0.23288710%
Danville	43,906	$100,000	0.11759532%
El Cerrito	24,846	$100,000	0.11759532%
Hercules	25,864	$100,000	0.11759532%
Lafayette	25,358	$100,000	0.11759532%
Martinez	36,827	$100,000	0.11759532%
Moraga	16,820	$100,000	0.11759532%
Oakley	42,895	$100,000	0.11759532%
Orinda	19,078	$100,000	0.11759532%
Pinole	19,369	$100,000	0.11759532%
Pittsburg	74,498	$114,128	0.13420918%

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Pleasant Hill	34,133	$100,000	0.11759532%
Richmond	110,130	$168,715	0.19840072%
San Pablo	31,041	$100,000	0.11759532%
San Ramon	83,863	$128,475	0.15108035%
Walnut Creek	71,317	$109,255	0.12847856%
Unincorporated	174,423	$267,209	0.31422545%
Kensington Police Department	0	$100,000	0.11759532%
Del Norte	**26,949**	**$200,000**	**0.23519064%**
Crescent City	6,282	$100,000	0.11759532%
Unincorporated	20,667	$100,000	0.11759532%
El Dorado	**195,362**	**$446,762**	**0.52537128%**
Placerville	10,888	$100,000	0.11759532%
South Lake Tahoe	23,398	$100,000	0.11759532%
Unincorporated	161,076	$246,762	0.29018064%
Fresno	**1,026,681**	**$2,584,811**	**3.03961656%**
Clovis	121,834	$186,645	0.21948564%
Coalinga	16,748	$100,000	0.11759532%
Firebaugh	8,126	$100,000	0.11759532%
Fowler	6,601	$100,000	0.11759532%
Fresno	546,770	$837,630	0.98501371%
Huron	7,404	$100,000	0.11759532%
Kerman	16,118	$100,000	0.11759532%
Kingsburg	13,084	$100,000	0.11759532%
Mendota	12,448	$100,000	0.11759532%
Orange Cove	9,581	$100,000	0.11759532%
Parlier	15,828	$100,000	0.11759532%
Reedley	26,087	$100,000	0.11759532%
Sanger	27,353	$100,000	0.11759532%
San Joaquin	4,145	$100,000	0.11759532%
Selma	24,487	$100,000	0.11759532%
Unincorporated	170,067	$260,536	0.30637805%
Glenn	**29,679**	**$300,000**	**0.35278596%**
Orland	8,527	$100,000	0.11759532%
Willows	6,233	$100,000	0.11759532%
Unincorporated	14,919	$100,000	0.11759532%
Humboldt	**130,851**	**$806,673**	**0.94861025%**
Arcata	16,909	$100,000	0.11759532%
Blue Lake	1,262	$100,000	0.11759532%
Eureka	26,113	$100,000	0.11759532%
Ferndale	1,368	$100,000	0.11759532%
Fortuna	11,926	$100,000	0.11759532%
Rio Dell	3,299	$100,000	0.11759532%
Trinidad	342	$100,000	0.11759532%
Unincorporated	69,632	$106,673	0.12544301%
Imperial	**186,034**	**$800,000**	**0.94076256%**
Brawley	27,326	$100,000	0.11759532%
Calexico	40,485	$100,000	0.11759532%
Calipatria	6,509	$100,000	0.11759532%
El Centro	44,997	$100,000	0.11759532%
Holtville	6,236	$100,000	0.11759532%
Imperial	20,289	$100,000	0.11759532%
Westmorland	2,305	$100,000	0.11759532%
Unincorporated	37,887	$100,000	0.11759532%

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Inyo	**18,563**	**$200,000**	**0.23519064%**
Bishop	3,924	$100,000	0.11759532%
Unincorporated	14,639	$100,000	0.11759532%
Kern	**914,193**	**$2,296,576**	**2.70066563%**
Arvin	22,014	$100,000	0.11759532%
Bakersfield	397,392	$608,789	0.71590718%
California City	14,120	$100,000	0.11759532%
Delano	51,070	$100,000	0.11759532%
Maricopa	1,142	$100,000	0.11759532%
McFarland	14,044	$100,000	0.11759532%
Ridgecrest	29,591	$100,000	0.11759532%
Shafter	20,448	$100,000	0.11759532%
Taft	7,142	$100,000	0.11759532%
Tehachapi	12,008	$100,000	0.11759532%
Wasco	26,815	$100,000	0.11759532%
Unincorporated	318,407	$487,787	0.57361461%
Bear Valley Community Services District	0	$100,000	0.11759532%
Stallion Springs Community Services District	0	$100,000	0.11759532%
Kings	**152,543**	**$500,000**	**0.58797660%**
Avenal	12,354	$100,000	0.11759532%
Corcoran	20,476	$100,000	0.11759532%
Hanford	59,981	$100,000	0.11759532%
Lemoore	26,809	$100,000	0.11759532%
Unincorporated	32,923	$100,000	0.11759532%
Lake	**63,940**	**$300,000**	**0.35278596%**
Clearlake	13,993	$100,000	0.11759532%
Lakeport	4,774	$100,000	0.11759532%
Unincorporated	45,173	$100,000	0.11759532%
Lassen	**27,572**	**$200,000**	**0.23519064%**
Susanville	12,729	$100,000	0.11759532%
Unincorporated	14,843	$100,000	0.11759532%
Los Angeles	**10,044,458**	**$18,755,495**	**22.05558306%**
Agoura Hills	20,457	$100,000	0.11759532%
Alhambra	86,258	$132,144	0.15539498%
Arcadia	57,660	$100,000	0.11759532%
Artesia	16,484	$100,000	0.11759532%
Avalon	3,973	$100,000	0.11759532%
Azusa	49,587	$100,000	0.11759532%
Baldwin Park	75,935	$116,329	0.13679795%
Bell	36,319	$100,000	0.11759532%
Bellflower	77,458	$118,663	0.13954166%
Bell Gardens	42,233	$100,000	0.11759532%
Beverly Hills	33,399	$100,000	0.11759532%
Bradbury	1,045	$100,000	0.11759532%
Burbank	103,969	$159,276	0.18730159%
Calabasas	24,341	$100,000	0.11759532%
Carson	91,668	$140,432	0.16514117%
Cerritos	50,048	$100,000	0.11759532%
Claremont	35,707	$100,000	0.11759532%
Commerce	12,792	$100,000	0.11759532%
Compton	97,775	$149,787	0.17614301%
Covina	48,833	$100,000	0.11759532%
Cudahy	23,750	$100,000	0.11759532%

ATTACHMENT II

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City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Culver City	39,805	$100,000	0.11759532%
Diamond Bar	56,717	$100,000	0.11759532%
Downey	111,425	$170,699	0.20073368%
Duarte	21,457	$100,000	0.11759532%
El Monte	116,465	$178,420	0.20981331%
El Segundo	16,660	$100,000	0.11759532%
Gardena	60,344	$100,000	0.11759532%
Glendale	203,834	$312,266	0.36720977%
Glendora	51,540	$100,000	0.11759532%
Hawaiian Gardens	14,467	$100,000	0.11759532%
Hawthorne	86,999	$133,279	0.15672990%
Hermosa Beach	19,451	$100,000	0.11759532%
Hidden Hills	1,913	$100,000	0.11759532%
Huntington Park	58,937	$100,000	0.11759532%
Industry	427	$100,000	0.11759532%
Inglewood	110,159	$168,759	0.19845296%
Irwindale	1,441	$100,000	0.11759532%
La Canada Flintridge	20,194	$100,000	0.11759532%
La Habra Heights	5,451	$100,000	0.11759532%
Lakewood	80,218	$122,891	0.14451384%
La Mirada	48,631	$100,000	0.11759532%
Lancaster	161,372	$247,216	0.29071389%
La Puente	40,087	$100,000	0.11759532%
La Verne	33,084	$100,000	0.11759532%
Lawndale	32,710	$100,000	0.11759532%
Lomita	20,431	$100,000	0.11759532%
Long Beach	467,730	$716,544	0.84262206%
Los Angeles	3,923,341	$6,010,404	7.06795189%
Lynwood	69,880	$107,053	0.12588979%
Malibu	11,537	$100,000	0.11759532%
Manhattan Beach	35,058	$100,000	0.11759532%
Maywood	27,670	$100,000	0.11759532%
Monrovia	38,479	$100,000	0.11759532%
Montebello	62,914	$100,000	0.11759532%
Monterey Park	60,380	$100,000	0.11759532%
Norwalk	105,393	$161,458	0.18986695%
Palmdale	156,074	$239,099	0.28116947%
Palos Verdes Estates	13,286	$100,000	0.11759532%
Paramount	55,200	$100,000	0.11759532%
Pasadena	145,306	$222,603	0.26177077%
Pico Rivera	63,157	$100,000	0.11759532%
Pomona	151,319	$231,815	0.27260327%
Rancho Palos Verdes	41,541	$100,000	0.11759532%
Redondo Beach	66,484	$101,851	0.11977185%
Rolling Hills	1,866	$100,000	0.11759532%
Rolling Hills Estates	8,098	$100,000	0.11759532%
Rosemead	54,229	$100,000	0.11759532%
San Dimas	34,003	$100,000	0.11759532%
San Fernando	24,754	$100,000	0.11759532%
San Gabriel	39,945	$100,000	0.11759532%
San Marino	12,961	$100,000	0.11759532%
Santa Clarita	221,572	$339,440	0.39916502%
Santa Fe Springs	18,129	$100,000	0.11759532%
Santa Monica	92,968	$142,423	0.16748314%
Sierra Madre	10,655	$100,000	0.11759532%
Signal Hill	11,617	$100,000	0.11759532%
South El Monte	21,296	$100,000	0.11759532%
South Gate	96,553	$147,915	0.17394156%
South Pasadena	25,668	$100,000	0.11759532%

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Temple City	36,225	$100,000	0.11759532%
Torrance	144,832	$221,877	0.26091685%
Vernon	295	$100,000	0.11759532%
Walnut	29,835	$100,000	0.11759532%
West Covina	105,593	$161,764	0.19022725%
West Hollywood	36,125	$100,000	0.11759532%
Westlake Village	8,180	$100,000	0.11759532%
Whittier	86,196	$132,049	0.15528329%
Unincorporated	1,024,204	$1,569,040	1.84511767%
Madera	**158,474**	**$316,227**	**0.37186818%**
Chowchilla	17,330	$100,000	0.11759532%
Madera	66,172	$101,373	0.11920977%
Unincorporated	74,972	$114,854	0.13506309%
Marin	**257,774**	**$1,202,470**	**1.41404818%**
Belvedere	2,066	$100,000	0.11759532%
Corte Madera	10,029	$100,000	0.11759532%
Fairfax	7,498	$100,000	0.11759532%
Larkspur	12,194	$100,000	0.11759532%
Mill Valley	14,550	$100,000	0.11759532%
Novato	53,486	$100,000	0.11759532%
Ross	2,547	$100,000	0.11759532%
San Anselmo	12,689	$100,000	0.11759532%
San Rafael	59,016	$100,000	0.11759532%
Sausalito	7,355	$100,000	0.11759532%
Tiburon	9,456	$100,000	0.11759532%
Unincorporated	66,888	$102,470	0.12049966%
Mariposa	**18,037**	**$100,000**	**0.11759532%**
Mendocino	**86,669**	**$500,000**	**0.58797660%**
Fort Bragg	7,409	$100,000	0.11759532%
Point Arena	435	$100,000	0.11759532%
Ukiah	15,526	$100,000	0.11759532%
Willits	5,040	$100,000	0.11759532%
Unincorporated	58,259	$100,000	0.11759532%
Merced	**284,836**	**$780,792**	**0.91817426%**
Atwater	31,810	$100,000	0.11759532%
Dos Palos	5,575	$100,000	0.11759532%
Gustine	5,845	$100,000	0.11759532%
Livingston	15,448	$100,000	0.11759532%
Los Banos	42,869	$100,000	0.11759532%
Merced	90,971	$139,364	0.16388551%
Unincorporated	92,318	$141,428	0.16631215%
Modoc	**9,491**	**$200,000**	**0.23519064%**
Alturas	2,886	$100,000	0.11759532%
Unincorporated	6,605	$100,000	0.11759532%
Mono	**13,295**	**$200,000**	**0.23519064%**
Mammoth Lakes	7,827	$100,000	0.11759532%
Unincorporated	5,468	$100,000	0.11759532%
Monterey	**437,318**	**$1,508,969**	**1.77447704%**
Carmel-by-the-Sea	4,023	$100,000	0.11759532%
Del Rey Oaks	1,670	$100,000	0.11759532%
Gonzales	8,490	$100,000	0.11759532%

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Greenfield	18,402	$100,000	0.11759532%
King City	14,977	$100,000	0.11759532%
Marina	21,920	$100,000	0.11759532%
Monterey	28,382	$100,000	0.11759532%
Pacific Grove	15,536	$100,000	0.11759532%
Salinas	160,206	$245,429	0.28861332%
Sand City	385	$100,000	0.11759532%
Seaside	32,121	$100,000	0.11759532%
Soledad	24,454	$100,000	0.11759532%
Unincorporated	106,752	$163,540	0.19231520%
Napa	**137,637**	**$621,633**	**0.73101139%**
American Canyon	20,802	$100,000	0.11759532%
Calistoga	5,340	$100,000	0.11759532%
Napa	79,397	$121,633	0.14303479%
St Helena	6,070	$100,000	0.11759532%
Yountville	2,642	$100,000	0.11759532%
Unincorporated	23,386	$100,000	0.11759532%
Nevada	**97,466**	**$400,212**	**0.47063019%**
Grass Valley	12,758	$100,000	0.11759532%
Nevada City	3,081	$100,000	0.11759532%
Truckee	16,213	$100,000	0.11759532%
Unincorporated	65,414	$100,212	0.11784423%
Orange	**3,153,764**	**$5,620,495**	**6.60943873%**
Aliso Viejo	49,813	$100,000	0.11759532%
Anaheim	353,468	$541,499	0.63677749%
Brea	45,137	$100,000	0.11759532%
Buena Park	81,626	$125,048	0.14705037%
Costa Mesa	112,780	$172,775	0.20317473%
Cypress	48,531	$100,000	0.11759532%
Dana Point	33,189	$100,000	0.11759532%
Fountain Valley	54,953	$100,000	0.11759532%
Fullerton	139,431	$213,603	0.25118687%
Garden Grove	172,476	$264,226	0.31071790%
Huntington Beach	196,874	$301,603	0.35467123%
Irvine	271,564	$416,025	0.48922630%
Laguna Beach	22,495	$100,000	0.11759532%
Laguna Hills	31,073	$100,000	0.11759532%
Laguna Niguel	65,168	$100,000	0.11759532%
Laguna Woods	16,036	$100,000	0.11759532%
La Habra	62,808	$100,000	0.11759532%
Lake Forest	84,538	$129,509	0.15229638%
La Palma	15,442	$100,000	0.11759532%
Los Alamitos	11,538	$100,000	0.11759532%
Mission Viejo	94,119	$144,187	0.16955668%
Newport Beach	85,865	$131,542	0.15468698%
Orange	137,366	$210,439	0.24746675%
Placentia	51,173	$100,000	0.11759532%
Rancho Santa Margarita	48,183	$100,000	0.11759532%
San Clemente	64,065	$100,000	0.11759532%
San Juan Capistrano	35,801	$100,000	0.11759532%
Santa Ana	331,369	$507,644	0.59696583%
Seal Beach	24,443	$100,000	0.11759532%
Stanton	39,573	$100,000	0.11759532%
Tustin	80,009	$122,571	0.14413732%
Villa Park	5,759	$100,000	0.11759532%
Westminster	91,466	$140,122	0.16477726%

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Yorba Linda	67,846	$103,937	0.12222551%
Unincorporated	127,787	$195,765	0.23021005%
Placer	**404,994**	**$908,545**	**1.06840640%**
Auburn	14,433	$100,000	0.11759532%
Colfax	2,172	$100,000	0.11759532%
Lincoln	49,624	$100,000	0.11759532%
Loomis	6,808	$100,000	0.11759532%
Rocklin	70,469	$107,956	0.12695088%
Roseville	146,875	$225,007	0.26459734%
Unincorporated	114,613	$175,583	0.20647690%
Plumas	**18,116**	**$200,000**	**0.23519064%**
Portola	1,928	$100,000	0.11759532%
Unincorporated	16,188	$100,000	0.11759532%
Riverside	**2,454,453**	**$4,536,520**	**5.33473499%**
Banning	32,233	$100,000	0.11759532%
Beaumont	52,686	$100,000	0.11759532%
Blythe	18,556	$100,000	0.11759532%
Calimesa	10,236	$100,000	0.11759532%
Canyon Lake	11,025	$100,000	0.11759532%
Cathedral City	53,973	$100,000	0.11759532%
Coachella	47,825	$100,000	0.11759532%
Corona	169,454	$259,597	0.30527372%
Desert Hot Springs	30,086	$100,000	0.11759532%
Eastvale	67,626	$103,600	0.12182917%
Hemet	84,525	$129,489	0.15227296%
Indian Wells	5,428	$100,000	0.11759532%
Indio	91,621	$140,360	0.16505650%
Jurupa Valley	108,097	$165,600	0.19473824%
Lake Elsinore	64,762	$100,000	0.11759532%
La Quinta	41,247	$100,000	0.11759532%
Menifee	99,686	$152,715	0.17958571%
Moreno Valley	209,426	$320,832	0.37728383%
Murrieta	115,172	$176,439	0.20748395%
Norco	26,107	$100,000	0.11759532%
Palm Desert	53,892	$100,000	0.11759532%
Palm Springs	47,754	$100,000	0.11759532%
Perris	78,977	$120,990	0.14227816%
Rancho Mirage	18,799	$100,000	0.11759532%
Riverside	324,302	$496,818	0.58423454%
San Jacinto	51,269	$100,000	0.11759532%
Temecula	112,771	$172,761	0.20315852%
Wildomar	37,013	$100,000	0.11759532%
Unincorporated	389,905	$597,319	0.70241925%
Sacramento	**1,561,014**	**$2,550,129**	**2.99883174%**
Citrus Heights	87,811	$134,523	0.15819273%
Elk Grove	178,124	$272,879	0.32089285%
Folsom	82,303	$126,085	0.14826999%
Galt	26,116	$100,000	0.11759532%
Isleton	832	$100,000	0.11759532%
Rancho Cordova	79,662	$122,039	0.14351219%
Sacramento	515,673	$789,991	0.92899204%
Unincorporated	590,493	$904,612	1.06378130%
San Benito	**63,526**	**$300,000**	**0.35278596%**
Hollister	41,386	$100,000	0.11759532%

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
San Juan Bautista	2,151	$100,000	0.11759532%
Unincorporated	19,989	$100,000	0.11759532%
San Bernardino	**2,175,909**	**$3,975,811**	**4.67536798%**
Adelanto	35,147	$100,000	0.11759532%
Apple Valley	74,350	$113,901	0.13394255%
Barstow	24,205	$100,000	0.11759532%
Big Bear Lake	5,189	$100,000	0.11759532%
Chino	88,184	$135,094	0.15886470%
Chino Hills	82,661	$126,633	0.14891493%
Colton	54,198	$100,000	0.11759532%
Fontana	213,944	$327,754	0.38542307%
Grand Terrace	12,399	$100,000	0.11759532%
Hesperia	96,053	$147,149	0.17304081%
Highland	55,060	$100,000	0.11759532%
Loma Linda	24,895	$100,000	0.11759532%
Montclair	39,598	$100,000	0.11759532%
Needles	5,353	$100,000	0.11759532%
Ontario	182,004	$278,823	0.32788272%
Rancho Cucamonga	175,131	$268,294	0.31550092%
Redlands	71,154	$109,005	0.12818491%
Rialto	102,567	$157,129	0.18477587%
San Bernardino	216,291	$331,349	0.38965123%
Twentynine Palms	29,967	$100,000	0.11759532%
Upland	78,513	$120,279	0.14144225%
Victorville	127,170	$194,819	0.22909851%
Yucaipa	55,634	$100,000	0.11759532%
Yucca Valley	22,330	$100,000	0.11759532%
Unincorporated	303,912	$465,581	0.54750167%
San Diego	**3,315,404**	**$5,489,397**	**6.45527325%**
Carlsbad	115,501	$176,943	0.20807665%
Chula Vista	274,449	$420,445	0.49442367%
Coronado	22,357	$100,000	0.11759532%
Del Mar	4,258	$100,000	0.11759532%
El Cajon	103,243	$158,164	0.18599369%
Encinitas	62,289	$100,000	0.11759532%
Escondido	151,688	$232,380	0.27326803%
Imperial Beach	27,774	$100,000	0.11759532%
La Mesa	59,578	$100,000	0.11759532%
Lemon Grove	26,345	$100,000	0.11759532%
National City	62,749	$100,000	0.11759532%
Oceanside	176,754	$270,780	0.31842477%
Poway	48,936	$100,000	0.11759532%
San Diego	1,411,034	$2,161,648	2.54199726%
San Marcos	96,302	$147,531	0.17348938%
Santee	56,800	$100,000	0.11759532%
Solana Beach	13,827	$100,000	0.11759532%
Vista	103,268	$158,202	0.18603873%
Unincorporated	498,252	$763,302	0.89760787%
San Francisco	**875,010**	**$1,340,481**	**1.57634261%**
San Joaquin	**783,534**	**$1,420,228**	**1.67012133%**
Escalon	7,501	$100,000	0.11759532%
Lathrop	28,503	$100,000	0.11759532%
Lodi	68,751	$105,324	0.12385588%
Manteca	87,319	$133,769	0.15730639%
Ripon	16,292	$100,000	0.11759532%

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Stockton	320,876	$491,569	0.57806255%
Tracy	98,601	$151,053	0.17763106%
Unincorporated	155,691	$238,512	0.28047949%
San Luis Obispo	**271,172**	**$876,951**	**1.03125290%**
Arroyo Grande	17,555	$100,000	0.11759532%
Atascadero	29,623	$100,000	0.11759532%
El Paso de Robles	31,073	$100,000	0.11759532%
Grover Beach	13,128	$100,000	0.11759532%
Morro Bay	10,121	$100,000	0.11759532%
Pismo Beach	8,108	$100,000	0.11759532%
San Luis Obispo	46,058	$100,000	0.11759532%
Unincorporated	115,506	$176,951	0.20808566%
San Mateo	**765,245**	**$2,357,574**	**2.77239653%**
Atherton	6,896	$100,000	0.11759532%
Belmont	26,470	$100,000	0.11759532%
Brisbane	4,579	$100,000	0.11759532%
Burlingame	29,746	$100,000	0.11759532%
Colma	1,659	$100,000	0.11759532%
Daly City	108,599	$166,369	0.19564260%
East Palo Alto	30,350	$100,000	0.11759532%
Foster City	32,842	$100,000	0.11759532%
Half Moon Bay	12,309	$100,000	0.11759532%
Hillsborough	11,391	$100,000	0.11759532%
Menlo Park	34,825	$100,000	0.11759532%
Millbrae	22,509	$100,000	0.11759532%
Pacifica	37,890	$100,000	0.11759532%
Portola Valley	4,560	$100,000	0.11759532%
Redwood City	85,182	$130,495	0.15345655%
San Bruno	44,936	$100,000	0.11759532%
San Carlos	29,814	$100,000	0.11759532%
San Mateo	103,045	$157,861	0.18563699%
South San Francisco	67,135	$102,848	0.12094463%
Woodside	5,628	$100,000	0.11759532%
Unincorporated	64,880	$100,000	0.11759532%
Broadmoor Police Protection District	0	$100,000	0.11759532%
Santa Barbara	**441,172**	**$1,111,447**	**1.30700911%**
Buellton	5,435	$100,000	0.11759532%
Carpinteria	13,196	$100,000	0.11759532%
Goleta	32,339	$100,000	0.11759532%
Guadalupe	8,346	$100,000	0.11759532%
Lompoc	42,493	$100,000	0.11759532%
Santa Barbara	93,055	$142,557	0.16763987%
Santa Maria	107,445	$164,601	0.19356365%
Solvang	5,512	$100,000	0.11759532%
Unincorporated	133,351	$204,288	0.24023367%
Santa Clara	**1,934,171**	**$3,391,156**	**3.98784095%**
Campbell	41,533	$100,000	0.11759532%
Cupertino	58,656	$100,000	0.11759532%
Gilroy	56,599	$100,000	0.11759532%
Los Altos	30,510	$100,000	0.11759532%
Los Altos Hills	8,390	$100,000	0.11759532%
Los Gatos	30,836	$100,000	0.11759532%
Milpitas	75,663	$115,913	0.13630794%
Monte Sereno	3,604	$100,000	0.11759532%
Morgan Hill	47,374	$100,000	0.11759532%

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Mountain View	82,814	$126,868	0.14919057%
Palo Alto	67,657	$103,648	0.12188502%
San Jose	1,029,782	$1,577,585	1.85516651%
Santa Clara	130,746	$200,298	0.23554073%
Saratoga	30,546	$100,000	0.11759532%
Sunnyvale	153,827	$235,657	0.27712147%
Unincorporated	85,634	$131,188	0.15427083%
Santa Cruz	**261,115**	**$601,831**	**0.70772532%**
Capitola	10,091	$100,000	0.11759532%
Santa Cruz	56,156	$100,000	0.11759532%
Scotts Valley	11,755	$100,000	0.11759532%
Watsonville	51,366	$100,000	0.11759532%
Unincorporated	131,747	$201,831	0.23734404%
Shasta	**177,797**	**$440,504**	**0.51801180%**
Anderson	10,702	$100,000	0.11759532%
Redding	91,715	$140,504	0.16522584%
Shasta Lake	10,657	$100,000	0.11759532%
Unincorporated	64,723	$100,000	0.11759532%
Sierra	**3,189**	**$200,000**	**0.23519064%**
Loyalton	754	$100,000	0.11759532%
Unincorporated	2,435	$100,000	0.11759532%
Siskiyou	**44,330**	**$1,100,000**	**1.29354852%**
Dorris	991	$100,000	0.11759532%
Dunsmuir	1,648	$100,000	0.11759532%
Etna	743	$100,000	0.11759532%
Fort Jones	670	$100,000	0.11759532%
Montague	1,353	$100,000	0.11759532%
Mount Shasta	3,408	$100,000	0.11759532%
Tulelake	902	$100,000	0.11759532%
Weed	2,657	$100,000	0.11759532%
Yreka	7,746	$100,000	0.11759532%
Unincorporated	24,212	$100,000	0.11759532%
Lake Shastina Community Services District	0	$100,000	0.11759532%
Solano	**438,527**	**$1,011,509**	**1.18948766%**
Benicia	27,111	$100,000	0.11759532%
Dixon	20,197	$100,000	0.11759532%
Fairfield	118,005	$180,779	0.21258764%
Rio Vista	10,080	$100,000	0.11759532%
Suisun City	28,882	$100,000	0.11759532%
Vacaville	98,041	$150,195	0.17662222%
Vallejo	117,846	$180,535	0.21230120%
Unincorporated	18,365	$100,000	0.11759532%
Sonoma	**484,207**	**$1,268,506**	**1.49170332%**
Cloverdale	9,133	$100,000	0.11759532%
Cotati	7,429	$100,000	0.11759532%
Healdsburg	11,800	$100,000	0.11759532%
Petaluma	61,104	$100,000	0.11759532%
Rohnert Park	42,484	$100,000	0.11759532%
Santa Rosa	171,711	$263,054	0.30933974%
Sebastopol	7,657	$100,000	0.11759532%
Sonoma	10,924	$100,000	0.11759532%
Windsor	27,855	$100,000	0.11759532%
Unincorporated	134,110	$205,451	0.24160102%

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Stanislaus	**555,968**	**$1,323,704**	**1.55661395%**
Ceres	48,901	$100,000	0.11759532%
Hughson	7,303	$100,000	0.11759532%
Modesto	219,294	$335,950	0.39506117%
Newman	11,962	$100,000	0.11759532%
Oakdale	23,237	$100,000	0.11759532%
Patterson	23,304	$100,000	0.11759532%
Riverbank	25,189	$100,000	0.11759532%
Turlock	74,820	$114,621	0.13478926%
Waterford	8,944	$100,000	0.11759532%
Unincorporated	113,014	$173,133	0.20359628%
Sutter	**101,289**	**$308,426**	**0.36269458%**
Live Oak	9,367	$100,000	0.11759532%
Yuba City	70,776	$108,426	0.12750394%
Unincorporated	21,146	$100,000	0.11759532%
Tehama	**65,354**	**$400,000**	**0.47038128%**
Corning	7,664	$100,000	0.11759532%
Red Bluff	14,272	$100,000	0.11759532%
Tehama	448	$100,000	0.11759532%
Unincorporated	42,970	$100,000	0.11759532%
Trinity	**13,535**	**$100,000**	**0.11759532%**
Tulare	**481,733**	**$1,139,521**	**1.34002366%**
Dinuba	26,517	$100,000	0.11759532%
Exeter	10,997	$100,000	0.11759532%
Farmersville	11,327	$100,000	0.11759532%
Lindsay	13,090	$100,000	0.11759532%
Porterville	59,571	$100,000	0.11759532%
Tulare	69,246	$106,082	0.12474763%
Visalia	139,254	$213,332	0.25086801%
Woodlake	8,054	$100,000	0.11759532%
Unincorporated	143,677	$220,107	0.25883610%
Tuolumne	**53,465**	**$200,000**	**0.23519064%**
Sonora	4,690	$100,000	0.11759532%
Unincorporated	48,775	$100,000	0.11759532%
Ventura	**835,223**	**$1,605,974**	**1.88855068%**
Camarillo	69,708	$106,790	0.12557993%
Fillmore	15,807	$100,000	0.11759532%
Moorpark	35,981	$100,000	0.11759532%
Ojai	7,436	$100,000	0.11759532%
Oxnard	204,675	$313,554	0.36872484%
Port Hueneme	23,374	$100,000	0.11759532%
San Buenaventura	105,415	$161,492	0.18990658%
Santa Paula	30,691	$100,000	0.11759532%
Simi Valley	124,468	$190,680	0.22423082%
Thousand Oaks	125,426	$192,148	0.22595667%
Unincorporated	92,242	$141,311	0.16617524%
Yolo	**217,500**	**$506,157**	**0.59521718%**
Davis	69,295	$106,157	0.12483590%
West Sacramento	53,967	$100,000	0.11759532%
Winters	7,618	$100,000	0.11759532%
Woodland	60,978	$100,000	0.11759532%

ATTACHMENT II

2021-22 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2021-22

City/County	City/County Population Estimates 1/1/2021	Projected Allocations by City/County	Percent of Allocation by City/County
Unincorporated	25,642	$100,000	0.11759532%
Yuba	**79,407**	**$300,000**	**0.35278596%**
Marysville	12,201	$100,000	0.11759532%
Wheatland	3,610	$100,000	0.11759532%
Unincorporated	63,596	$100,000	0.11759532%
CALIFORNIA TOTAL	**39,466,855**	**$85,037,400**	**100.00000000%**
CALIFORNIA CITY TOTAL	**33,109,291**	**$73,356,820**	**86.26418508%**

21-37 **Agenda Date: 3/9/2021**

REPORT TO COUNCIL

SUBJECT
Action on Approval of the Spending Plan for Supplemental Law Enforcement Services Fund and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In 1996, Assembly Bill 3229 established the Citizen's Option for Public Safety (COPS) program's Supplemental Law Enforcement Services Fund (SLESF). The Legislature determined that there was a compelling need for additional resources at the local level for the purpose of ensuring public safety and established the COPS program to advance community policing in all counties. The COPS program awards non-competitive and non-matching grants to law enforcement agencies to fund frontline municipal police services. The City has used these funds in prior years to purchase officer safety and duty equipment, communications equipment and vehicles, among other things, that are all used directly and solely in the provision of frontline police services to the community.

Per Government Code §§ 30061-30063, cities are allocated a proportionate share of COPS funds by the California Department of Finance, through Santa Clara County. Proportionate shares are based on population estimates determined by the California Department of Finance.

This is not a fixed amount grant. Under the standard grant program allocation, the City of Santa Clara is eligible to receive a minimum of $100,000 annually. Each fall, Santa Clara County estimates the allocation for each law enforcement agency in the county; the actual amount paid varies from the projection and is unknown until the payment cycle is complete. Monthly distributions are received via wire transfer and the City's Finance Department deposits these funds into a separate grant account. These distributions are not received in equal installments from month-to-month; therefore, spending over the course of the payment cycle can be unpredictable.

In recent years, the City of Santa Clara has received COPS funding as follows:

Funding Cycle	Minimum Amount to be Allocated	Projected Allocation *	Actual Amount Received **
COP 11 - 12	$100,000	$224,246	$169,674
COP 12 - 13	$100,000	$191,055	$200,160
COP 13 - 14	$100,000	$191,913	$205,650
COP 14 - 15	$100,000	$191,446	$219,432

COP 15 - 16	$100,000	$189,093	$244,542
COP 16 - 17	$100,000	$190,585	$270,027
COP 17 - 18	$100,000	$196,976	$282,165
COP 18 - 19	$100,000	$196,976	$307,179
COP 19 - 20	$100,000	$195,075	$305,734

*The Projected Allocation column shows the California Department of Finance's initial estimated grant allocation
**This column reflects the amount in excess of the estimated grant allocated received by the Police Department, if any. This report requests action on behalf of the Council for the additional funding from FY 2019/20.

The COPS/SLESF grant does not have any application or other requirements; the monies are transferred to local entities through the County by operation of law (Government Code §§30061-30063) and are to be expended in accordance with the requirements of those code sections. The Government Code contains the following requirements for a recipient agency:

- The funds shall be used exclusively for front line law enforcement services
- The funds cannot be used to supplant other existing funding sources for general law enforcement services
- The City Council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the Chief of Police
- Moneys in the fund shall not be transferred to, or intermingled with, the moneys in any other fund in the City treasury, except to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys
- Once the appropriation of the grant funds is made, it cannot be subsequently altered by the City Council
- Administrative overhead costs cannot exceed of 0.5% of the City's allocation
- The funds cannot be used for a capital or construction project that does not directly support front line law enforcement services

DISCUSSION

Santa Clara County's estimated allocation for front-line law enforcement equipment for Fiscal Year 2020/21 is $3,408,365. Based on the January 2020 population estimate of 129,104, the City of Santa Clara expects to receive $196,119 in COPS funding, as presented in Attachment 1.

In addition, in FY 2019/20, the Police Department received funding in excess of its' FY allocation by $110,659, totaling $305,734. The anticipated FY 2019/20 allocation and funding plan was approved by City Council on December 10, 2019 (RTC 19-1255), with the understanding the Police Department would return to the City Council should additional funds become available. Staff recommends appropriating the additional funds as part of the FY 2020/21 COP grant budget.

In accordance with grant requirements, the Chief of Police hereby requests that the City Council appropriate existing and anticipated grant moneys for FY 2019/20 and FY 2020/21 to fund front line municipal police services, as described below. Given the grant allocation can vary, some, or all, of the items may be purchased. If additional grant funds become available, staff will bring forward a budget adjustment.

Current Priority	Equipment, Program or Service *	Estimated Amount **
1	Protective / safety gear and training equipment	$40,000
2	Less lethal resources	$40,000
3	Force option simulator accessories	$5,000
4	Surveillance / recording equipment and communication devices	$10,000
5	Forensic investigation equipment / data extraction tool	$45,000
6	Uniform apparel for new bicycle unit members	$5,000
7	Personal protective equipment	$5,000
8	Special Response Team equipment	$15,000
9	Crisis Negotiation Team tools	$45,000
10	Equipment to support advances in technology	$10,000
11	Crime scene / investigation gear	$5,000
12	Crime analyst equipment / software	$13,500
	TOTAL	**$238,500**

*Priorities may change over the course of the grant cycle and/or alternate funding sources may become available
**Estimates to be fleshed out (e.g. vendor, number of items, promotions, etc.) as funding becomes available over the grant cycle

Staff will continue to evaluate priorities based on needs and the actual funding amount received as not all items may be funded.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

In October 2020, the City of Santa Clara received official notice from the California Department of Finance that its expected Citizens’ Option for Public Safety allocation for FY 2020/21 is $196,119.

In addition, in FY 2019/20, the Police Department received funding in excess of its’ FY allocation by $110,659, totaling $305,734.

Revenues and expenditures of the total COPS funding amount are recommended to be appropriated in the City’s Police Operating Grant Trust Fund.

Budget Amendment
FY 2020/21

Police Operating Grant Trust Fund	Current Budget	Increase / (Decrease)	Revised Budget
Revenue			
Grant Funding - COP20	$0	$110,659	$110,659
Grant Funding - COP21	$0	$196,119	$196,119
Expenditures			
Citizen's Option for Public Safety FY 2019/20	$0	$110,659	$110,659
Citizen's Option for Public Safety FY 2020/21	$0	$196,119	$196,119

Although equipment purchased with the grant funds will not initially create any additional cost for the City, it is possible that future repair or other servicing, or replacement costs, for such equipment would create an expense. The department will absorb such costs within future budget allocations.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund;
2. Approve a FY 2020/21 budget amendment in the Police Operating Grant Trust Fund to recognize revenue in the amount of $196,119 for the anticipated Fiscal Year 2020/21 revenue and establish the Citizen's Option for Public Safety FY 2020/21 appropriation in the amount of $196,119 (five affirmative Council votes required for revenue actions only); and
3. Approve a FY 2020/21 budget amendment in the Police Operating Grant Trust Fund to recognize revenue in the amount of $110,659 for revenue received in excess of the previously approved allocation for the COPS program from Fiscal Year 2019/20 and establish a Citizen's Option for Public Safety FY 2019/20 appropriation in the amount of $110,659 (five affirmative Council votes required for revenue actions only).

Reviewed by: Patrick Nikolai, Chief of Police
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Letter from the California Department of Finance with Citizens' Option for Public Safety percentages and allocation

23-858 **Agenda Date: 9/19/2023**

REPORT TO COUNCIL

SUBJECT

Action to Approve Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) Program and Approve the Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Over the past decade, there has been an increase in calls for service for persons experiencing mental health crises throughout the state. Over this same timeframe, there has been concern about the overrepresentation of persons with mental illnesses in jails and prisons which has led to diverting individuals with mental health struggles at the earliest point possible. As a result, law enforcement has seen a significant increase in individuals experiencing crises.

Several initiatives have been implemented to address these issues in the Santa Clara community:

- 2015, two-year $220,000 agreement with the County of Santa Clara Behavioral Health Services Department (BHSD) for intensive case management for up to 20 chronically homeless individuals. Agreement has been extended over the years with a current expiration of 2024.

- 2017, County Board of Supervisors approved the development of a BHSD Psychiatric Emergency Response Team (PERT) program and subsequent Mobile Crisis Response Team (MCRT) to assist with in-field response to in-progress crises. The Police Department utilizes this resource as appropriate and available.

- 2018, the City Council approved $180,000 in Supplemental Law Enforcement Services funding to hire a mental health clinician.

- 2019, the Police Department rebranded the Nuisance Suppression Unit to the Community Response Team (CRT) with a shift to promote community wellness, often among vulnerable communities.

- 2020, the Police Department reallocated two police officers to CRT and trained them as Crisis Intervention Specialists (CIS); in Fiscal Year 2022/23, the Police Department had 836 mental health contacts, resulting in 270 detentions and 356 Crisis Intervention Specialist cases.

- 2021, the Police Department developed a Special Needs Awareness Program to improve police interactions with members of our community.

- 2022, the Police Department established a Memorandum of Understanding (MOU) with the County of Santa Clara to establish a Psychiatric Emergency Response Team (PERT) program and dedicate a clinician to CRT supporting the CIS's.

  In addition, the Police Department developed a partnership with PRAGNYA (Preparing Resources & Alliances Galvanizing Neurodiversity Acculturation) and has since offered two community programs.

- 2023, the City Council authorized an additional $70,000 in Supplemental Law Enforcement Services funding to go toward a mental health clinician.

The County of Santa Clara's staffing levels, combined with complications connected with the pandemic, have not allowed the Police Department to onboard a PERT clinician to join the efforts of CRT until recently.

On June 27, 2023, Kerrie Wood joined the Police Department as a mental health clinician with the training, skills and experience to support CRT. This cross-system collaboration is intended to provide rapid intervention and improved response and outcomes for individuals with mental illness and substance abuse who come in contact with law enforcement. Ms. Wood previously served as a PERT clinician for the Morgan Hill Police Department.

DISCUSSION

On November 13, 2018, the City Council approved the Supplemental Law Enforcement Services spend plan for the FY 2018/19 allocation. As part of this spend plan, $180,000 was allocated for an agreement with the Santa Clara County mental health provider. On August 30, 2022, the City Council authorized the City Manager to negotiate and execute a Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team program in a form substantially similar to a draft included in the report (RTC #22-931). An MOU was negotiated in the amount of $180,000 for a term through December 31, 2023. As of June 30, 2023, the remaining balance of this allocation is approximately $168,518.

The initial MOU terms were based on the assumption the County would be able to provide the City with a clinician by December 2022 to work for approximately one year. Unfortunately, County staffing levels did not allow their organization to dedicate a staff member to the Santa Clara Police Department until June 2023. As a result, the available funding will not be spent over the balance of the MOU period.

In addition, on February 7, 2023, the City Council authorized an additional $70,000 in Supplemental Law Enforcement Services Funds (RTC #23-1418) to fund a PERT clinician.
Amendment No. 1 to this MOU extends the term to December 31, 2025 and increases the not-to-exceed amount to $250,000.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment

FISCAL IMPACT

As discussed above, funding for a mental health clinician was appropriated in prior fiscal years using Supplemental Law Enforcement Services funding in the Police Operating Grant Trust Fund. In FY 2018/19, the initial $180,000 was approved, with an additional $70,000 approved in FY 2022/23. The remaining balance of this funding is recommended to be carried over from FY 2022/23 to FY 2023/24 as detailed in the table below.

Budget Amendment
FY 2023/24

	Current	Increase/ (Decrease)	Revised
Police Operating Grant Trust Fund			
Fund Balance			
Beginning Fund Balance	$0	$238,518	$238,518
Expenditures			
Citizens' Option for Public Safety 2019	$0	$168,518	$168,518
Citizens' Option for Public Safety 2023	$0	$70,000	$70,000

There are nominal expenses to staff for monitoring the work, attending cooperative training(s) and/or processing invoices from the County of Santa Clara for expenses.

COORDINATION

This report was coordinated with the Finance Department, City Attorney's Office and Police 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 to Execute Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) Program to extend the term to December 31, 2025 and increase the not-to-exceed

amount to $250,000, in a final form approved by the City Attorney; and

2. Authorize the City Manager to execute future amendments to the Memorandum of Understanding with the County of Santa Clara for Psychiatric Emergency Response Team (PERT) Program to extend the term and increase the not-to-exceed amount to reflect receipt of additional grant funds allocated for this purpose, subject to the appropriation of funds, in a final form approved by the City Attorney.

3. Approve the FY 2023/24 Budget Amendment in the Police Operating Grant Trust Fund recognizing beginning fund balance of $238,518 from supplemental law enforcement services funding received, increase the Citizens' Option for Public Safety 2019 appropriation in the amount of $168,518, and increase the Citizens' Option for Public Safety 2023 appropriation in the amount of $70,000 (**five affirmative Council votes required for the use of unused balances**).

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Report to Council #22-931 dated August 30, 2022
2. Report to Council #23-1418 dated February 7, 2023
3. Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program

FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA REGARDING PSYCHATRIC EMERGENCY RESPONSE TEAM (PERT) JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

The Memorandum of Understanding (MOU) between the City of Santa Clara (CITY) and County of Santa Clara (COUNTY) regarding the Psychiatric Emergency Response Team (PERT) Justice and Mental Health Collaboration program is hereby amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1.1 under **Article 1 "Term; Extensions; Termination",** is hereby replaced in its entirety as follows:

   "The initial term of this MOU is from the date the MOU is executed by both parties to December 31, 2025, or until the CITY's available appropriation in the amount of $240,000 is exhausted, whichever occurs first."

2. Section 2.2 under Article 2 "Scope Of Services", is hereby modified to add the following provisions:

   s. Identify a designated PERT Officer to collaborate and partner with the BHSD PERT Clinician.
   t. The CITY shall collaborate with the BHSD on any PERT Clinician background clearance prior to city assignment.

3. Section 3.2.b.1 under **Article 3 "Funding/Financial Responsibilities"**, is hereby replaced in its entirety as follows:

   "The CITY shall reimburse COUNTY for the salary and benefits of the BHSD PERT Clinician. The maximum financial obligation of CITY shall not exceed $240,000.

4. Section 4.7 under **Article 4 "Notices",** is hereby replaced in its entirety as follows:

   All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Bruce Copley, Director
BHSD Access and Unplanned Services
bruce.copley@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3957

CITY OF SANTA CLARA:

Jōvan D. Grogan
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210

Except as set forth herein, all other terms and conditions of the MOU shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the MOU, the terms of this First Amendment shall control. The MOU as amended by this First Amendment constitutes the entire MOU of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations, and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this First Amendment as set forth below.

"COUNTY" County of Santa Clara

12/14/2023

Matthew Hada Date
Chief Procurement Officer

"CITY" City of Santa Clara, a Municipal Corporation and Charter City

10/4/23

Jōvan D. Grogan Date
City Manager

APPROVED AS TO FORM AND LEGALITY:

Megan Wheelehan Date
Deputy County Counsel

APPROVE AS TO FORM AND LEGALITY:

10/4/23

For Glen R. Googins Date
City Attorney

APPROVED:

11/16/23

Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

10/15/23

Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA REGARDING PSYCHATRIC EMERGENCY RESPONSE TEAM (PERT) JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

The Memorandum of Understanding (MOU) between the City of Santa Clara (CITY) and County of Santa Clara (COUNTY) regarding the Psychiatric Emergency Response Team (PERT) Justice and Mental Health Collaboration program is hereby amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1.1 under **Article 1 "Term; Extensions; Termination",** is hereby replaced in its entirety as follows:

   "The initial term of this MOU is from the date the MOU is executed by both parties to June 30, 2025, or until the COUNTY's available funding is exhausted, whichever occurs first."

   This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

2. **ARTICLE 4, MISCELLANEOUS PROVISIONS,** is hereby modified to add the following provision:

   4.8 Levine Act Compliance:

   Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at http://www.sccgov.org/levineact, and

Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement

3. Section 4.7 under **Article 4 "Notices"**, is hereby replaced in its entirety as follows:

All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Soo Jung, Director
Cross Systems Initiatives & Housing
soo.jung@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3885

CITY OF SANTA CLARA:

Jōvan D. Grogan
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210

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Except as set forth herein, all other terms and conditions of the MOU shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the MOU, the terms of this First Amendment shall control. The MOU as amended by this First Amendment constitutes the entire MOU of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations, and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this First Amendment as set forth below.

"COUNTY" County of Santa Clara

10/24/24

Matthew Hada Date
Chief Procurement Officer

"CITY" City of Santa Clara, a Municipal Corporation and Charter City

9/17/24

Jovan D. Grogan Date
City Manager

APPROVED AS TO FORM AND LEGALITY:

10/15/24

Megan Wheelehan Date
Deputy County Counsel

APPROVE AS TO FORM AND LEGALITY:

9/16/24

Glen R. Googins Date
City Attorney

APPROVED:

10/17/24

Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

10/17/24

Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

BLUE ROUTE SHEET - CITY MANAGER REVIEW/APPROVAL REQUIRED

Originating Department (OD): Police **Date Submitted:** 9/10/24 **Return To:** Carolyn McDowell **Phone Ext.:** 4892

OD: **FILL OUT SECTIONS #1-#7 (FRONT) AND #1-#4 (BACK) BEFORE ROUTING**

(1) Document: Second Amendment to the MOU between the City and County for PERT Program/Mental Health Clinician
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(2) Indicate signature authority:

- ☐ Service Agreements with a total taxable value of $250,000 or less (exclusive of taxes and shipping) over a five-year period per Ordinance 2050 (CC Action – August 30, 2022)
- ☐ Miscellaneous Agreements including those that allow the use of the City name; rental agreements for City-owned property; licensing or conditional use agreements; confidentiality agreements; nondisclosure agreements; and partnership, cost sharing, in-kind and service agreements with other public or private entities per Resolution 6603 (CC Action - July 13, 1999)
- ☐ Certificate of Acceptance for Designated Property Interests per Resolution 5600 (CC Action – May 28, 1991)
- ☐ Routine Police Agreements including the use of City facilities; off-duty officers; special events; hold harmless and indemnification agreements from third parties; and releases of liability per Resolution 6000 (CC Action - April 4, 1995)
- ☒ Other: In-kind service with SC County for clinician

(3) Cost impact: $0

(4) Was this service budgeted for this fiscal year?
☐ Yes
☒ No. If no, please describe below how the department will fund this unbudgeted service and consult with department's assigned budget analyst to ensure that there is sufficient funding.

(5) Is insurance compliant?
☐ Yes, per attached EBIX printout. (Disregard #8)
☐ No, this agreement requires Risk Management review. (Complete #8)
☒ N/A (i.e. Hold Harmless Agreements, Grant Funding, Indemnification language in lieu of insurance, etc.) (Disregard #8)

(6) Is Notary needed?
☐ Yes (Please tag Notary page)
☒ No

(7) Department head originating agreement: [signature] WAHID KAZEM
[SIGNATURE]

(8) **RISK MANAGEMENT**

Please describe why contract does not require EBIX approval: _____

Approved: _____ Date: _____
[RISK MANAGER]

(9) **CITY ATTORNEY'S OFFICE**

Approved as to form: [signature] Date: 9-17-24
GLEN R. GOOGINS, CITY ATTORNEY/AUTHORITY COUNSEL
Assignment Number: CAO 24.0104
Reviewing Attorney's Initials: SL

(10) **CITY CLERK'S OFFICE**

Attached: _____ original(s) _____ copy(ies)

_____ Transmit the attached original / copy to contractor

_____ Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: _____

CITY MANAGER REQUIRED INFORMATION

(1) Scope of Services:

Original Agreement – Authorize the City Manager to enter into agreement with County for PERT program (clinician working from PD) up to $180,000 utilizing COP19 grant funding through 12/31/2023

1st Amendment – Added $70,000 in COP 22 grant funding to amount available to spend on a clinician and extended term to 12/31/2025

2nd Amendment – County, contingent upon the appropriation of funds, to pay for clinician through 6/20/2025 or until the County's available funding is exhausted

(2) Term of Agreement: Through 6/30/2025 or when available County funding is exhausted
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION INFORMATION:** (Please reference the Procurement Guide on the City's Intranet Site.)

Indicate Procurement Process:

☐ Sole/Single Source (Please include justification memo with this form)

☐ Purchase from other public agency or utilization of other public agency competitive process (Specify other agency competitive process or pre-negotiated contract, if applicable): _____

☐ Selection Process: Informal Request for Quotes with an estimated total taxable value greater than $15,000 and less than or equal to $100,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☐ Selection Process: Informal Request for Quotes with an estimated total taxable value greater than $100,000 and less than or equal to $250,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☐ Selection Process: Formal Request for Proposals (RFP)/Statement of Qualifications (SOQ), or Request for Bids (RFB) with an estimated total taxable value of greater than $250,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☒ Other (Specify): Partnership with SC County for PERT Program

☐ This contract requires prevailing wage compliance and registration with Department of Industrial Relations. If this box is checked, attach proof of DIR registration.

Vendor Outreach Process: ☐ Telephone ☐ Email ☐ Bid Notification System ☐ Other: _____

Briefly summarize the number of bids received and the basis for recommending this vendor for contract award:

n/a

(4) **HISTORY**:

Has the department retained the same contractor for similar services in last 5 years?

☐ No. If no, no further information required.

☒ Yes. If yes, please complete the following section.

Term of Agreement: Late 2022 through 12/31/2023; extended to 12/31/2025; this amendment extends to 6/20/2025

Contract Amount: $ Initial $180,000; 1st Amendment added $70,000; this amendment has the County providing the service in-kind

23-858 **Agenda Date: 9/19/2023**

REPORT TO COUNCIL

SUBJECT

Action to Approve Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) Program and Approve the Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Over the past decade, there has been an increase in calls for service for persons experiencing mental health crises throughout the state. Over this same timeframe, there has been concern about the overrepresentation of persons with mental illnesses in jails and prisons which has led to diverting individuals with mental health struggles at the earliest point possible. As a result, law enforcement has seen a significant increase in individuals experiencing crises.

Several initiatives have been implemented to address these issues in the Santa Clara community:

- 2015, two-year $220,000 agreement with the County of Santa Clara Behavioral Health Services Department (BHSD) for intensive case management for up to 20 chronically homeless individuals. Agreement has been extended over the years with a current expiration of 2024.

- 2017, County Board of Supervisors approved the development of a BHSD Psychiatric Emergency Response Team (PERT) program and subsequent Mobile Crisis Response Team (MCRT) to assist with in-field response to in-progress crises. The Police Department utilizes this resource as appropriate and available.

- 2018, the City Council approved $180,000 in Supplemental Law Enforcement Services funding to hire a mental health clinician.

- 2019, the Police Department rebranded the Nuisance Suppression Unit to the Community Response Team (CRT) with a shift to promote community wellness, often among vulnerable communities.

- 2020, the Police Department reallocated two police officers to CRT and trained them as Crisis Intervention Specialists (CIS); in Fiscal Year 2022/23, the Police Department had 836 mental health contacts, resulting in 270 detentions and 356 Crisis Intervention Specialist cases.

- 2021, the Police Department developed a Special Needs Awareness Program to improve police interactions with members of our community.

- 2022, the Police Department established a Memorandum of Understanding (MOU) with the County of Santa Clara to establish a Psychiatric Emergency Response Team (PERT) program and dedicate a clinician to CRT supporting the CIS's.

  In addition, the Police Department developed a partnership with PRAGNYA (Preparing Resources & Alliances Galvanizing Neurodiversity Acculturation) and has since offered two community programs.

- 2023, the City Council authorized an additional $70,000 in Supplemental Law Enforcement Services funding to go toward a mental health clinician.

The County of Santa Clara's staffing levels, combined with complications connected with the pandemic, have not allowed the Police Department to onboard a PERT clinician to join the efforts of CRT until recently.

In June 2023, the Police Department hired a mental health clinician with the training, skills and experience to support CRT. This cross-system collaboration is intended to provide rapid intervention and improved response and outcomes for individuals with mental illness and substance abuse who come in contact with law enforcement.

The County of Santa Clara captures detailed records related to the work of the PERT clinician (e.g., number of calls for service where assistance is provided, time spent on each call, outside resources utilized, disposition, etc.). The Police Department will utilize this information to evaluate the efficiency of the program.

DISCUSSION

On November 13, 2018, the City Council approved the Supplemental Law Enforcement Services spend plan for the FY 2018/19 allocation. As part of this spend plan, $180,000 was allocated for an agreement with the Santa Clara County mental health provider. On August 30, 2022, the City Council authorized the City Manager to negotiate and execute a Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team program (RTC #22-931). An MOU was negotiated in the amount of $180,000 for a term through December 31, 2023. As of June 30, 2023, the remaining balance of this allocation is approximately $168,518.

The initial MOU terms were based on the assumption the County would be able to provide the City with a clinician by December 2022 to work for approximately one year. Unfortunately, County staffing levels did not allow their organization to dedicate a staff member to the Santa Clara Police Department until June 2023. As a result, the available funding will not be spent over the balance of the MOU period.

In addition, on February 7, 2023, the City Council authorized an additional $70,000 in Supplemental Law Enforcement Services Funds (RTC #23-1418) to fund a PERT clinician. Amendment No. 1 to this MOU extends the term to December 31, 2025 and increases the not-to-exceed amount to $250,000.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

As discussed above, funding for a mental health clinician was appropriated in prior fiscal years using Supplemental Law Enforcement Services funding in the Police Operating Grant Trust Fund. In FY 2018/19, the initial $180,000 was approved, with an additional $70,000 approved in FY 2022/23. The remaining balance of this funding is recommended to be carried over from FY 2022/23 to FY 2023/24 as detailed in the table below.

Budget Amendment
FY 2023/24

	Current	Increase/ (Decrease)	Revised
Police Operating Grant Trust Fund			
Fund Balance			
Beginning Fund Balance	$0	$238,518	$238,518
Expenditures			
Citizens' Option for Public Safety 2019	$0	$168,518	$168,518
Citizens' Option for Public Safety 2023	$0	$70,000	$70,000

There are nominal expenses to staff for monitoring the work, attending cooperative training(s) and/or processing invoices from the County of Santa Clara for expenses.

COORDINATION

This report was coordinated with the Finance Department, City Attorney's Office and Police 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 to Execute Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) Program to extend the term to December 31, 2025 and increase the not-to-exceed amount to $250,000, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute future addendums to (a) extend the term of the agreement for up to two additional years through December 31, 2027; and (b) revise the maximum compensation of for the PERT program should additional grant funds become available for a maximum not-to-exceed amount of $500,000 subject to budget appropriations and review and approval as to form by the City Attorney; and,

3. Approve the FY 2023/24 Budget Amendment in the Police Operating Grant Trust Fund recognizing beginning fund balance of $238,518 from supplemental law enforcement services funding received, increase the Citizens' Option for Public Safety 2019 appropriation in the amount of $168,518, and increase the Citizens' Option for Public Safety 2023 appropriation in the amount of $70,000 (**five affirmative Council votes required for the use of unused balances**).

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS
1. Report to Council #22-931 dated August 30, 2022
2. Report to Council #23-1418 dated February 7, 2023
3. Amendment No. 1 to the Memorandum of Understanding with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA REGARDING PSYCHATRIC EMERGENCY RESPONSE TEAM (PERT) JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

The Memorandum of Understanding (MOU) between the City of Santa Clara (CITY) and County of Santa Clara (COUNTY) regarding the Psychiatric Emergency Response Team (PERT) Justice and Mental Health Collaboration program is hereby amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1.1 under **Article 1 "Term; Extensions; Termination"**, is hereby replaced in its entirety as follows:

   "The initial term of this MOU is from the date the MOU is executed by both parties to December 31, 2025, or until the CITY's available appropriation in the amount of $240,000 is exhausted, whichever occurs first."

2. Section 2.2 under Article 2 "Scope Of Services", is hereby modified to add the following provisions:

   s. Identify a designated PERT Officer to collaborate and partner with the BHSD PERT Clinician.
   t. The CITY shall collaborate with the BHSD on any PERT Clinician background clearance prior to city assignment.

3. Section 3.2.b.1 under **Article 3 "Funding/Financial Responsibilities"**, is hereby replaced in its entirety as follows:

   "The CITY shall reimburse COUNTY for the salary and benefits of the BHSD PERT Clinician. The maximum financial obligation of CITY shall not exceed $240,000.

4. Section 4.7 under **Article 4 "Notices"**, is hereby replaced in its entirety as follows:

   All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Bruce Copley, Director
BHSD Access and Unplanned Services
bruce.copley@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3957

CITY OF SANTA CLARA:

Jōvan D. Grogan
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210

Except as set forth herein, all other terms and conditions of the MOU shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the MOU, the terms of this First Amendment shall control. The MOU as amended by this First Amendment constitutes the entire MOU of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations, and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this First Amendment as set forth below.

"COUNTY" County of Santa Clara

12/14/2023
Matthew Hada Date
Chief Procurement Officer

"CITY" City of Santa Clara, a Municipal Corporation and Charter City

10/4/23
Jōvan D. Grogan Date
City Manager

APPROVED AS TO FORM AND LEGALITY:

Megan Wheelehan Date
Deputy County Counsel

APPROVE AS TO FORM AND LEGALITY:

10/4/23
For Glen R. Googins Date
City Attorney

APPROVED:

11/16/23
Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

10/15/23
Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

22-931 **Agenda Date: 8/30/2022**

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program in a form substantially similar to the attached draft MOU

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Over the past decade, there has been an increase in calls for service for persons experiencing mental health crises throughout the region. Over this same timeframe, there has been concern at the county and State level about the overrepresentation of persons with mental illnesses in jails and prisons. The criminal justice system has emphasized diverting individuals with mental health struggles at the earliest point possible, preferably according to the system at the initial point of contact with law enforcement. Meanwhile, law enforcement agencies continue to come across the same individuals experiencing crises.

In 2015, the Police Department coordinated a two-year $220,000 agreement with the County of Santa Clara Behavioral Health Services Department (BHSD) for intensive case management for up to 20 chronically homeless individuals. This agreement has been amended every two years and expired on June 30, 2022. The Community Development Division is in negotiations with the BHSD for a $250,000 agreement for intensive case management for chronically homeless individuals, plus $100,000 for homeless prevention services. If approved, this two-year agreement will expire on June 30, 2024.

In 2017, the County Board of Supervisors approved the development of a BHSD Psychiatric Emergency Response Team (PERT) program. The PERT program was established to provide the highest possible level of service to someone in acute mental crisis before the situation worsens or requires hospitalization. The following year, the County established a pilot Mobile Crisis Response Team (MCRT). The MCRT provides law enforcement agencies throughout the County with in-field response to in-progress crises.

In 2019, the Police Department rebranded the Nuisance Suppression Unit to the Community Response Team (CRT). With the rebranding came a shift in emphasis from nuisance suppression and abatement to expanded goals of crime reduction, addressing long-term public safety issues and promoting community wellness, often among vulnerable communities.

During the same timeframe, numerous law enforcement agencies throughout the United States started pairing police officers with licensed clinicians to respond to calls involving an individual in a

mental health crisis. Retired Police Chief Michael J. Sellers began communicating with BHSD about the Police Department's interest in establishing a PERT and Mental Health Collaboration Program in partnership with the County.

While the Police Department utilizes the MCRT as needed, and collaborates with its two clinicians on unique cases, these resources do not match the demand County-wide. As a result, on November 13, 2018, the Police Department sought City Council approval for the Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund spending plan and the related budget amendment (RTC 18-930); the item passed unanimously. Of the $307,179 received as part of this funding allocation, $180,000 was earmarked for a Memorandum of Understanding (MOU) with BHSD to establish a pilot PERT program with a mental health clinician.

While BHSD utilized Mental Health Services Act (Proposition 63) funding to establish PERT partnerships with the Santa Clara County Sheriff's Office, San Jose, Palo Alto and Gilroy Police Departments according to youth suicide statistics and an interest to expand geographical coverage, BHSD's staffing levels precluded their ability to enter into an MOU with the Santa Clara Police Department at that time.

Meanwhile, in December 2020, the CRT expanded to include two Crisis Intervention Specialists (CIS). CIS operates from an unmarked vehicle, officers wear plain clothes, and are tasked with responding to calls for service that may involve a mental, behavioral or emotional health situation, identifying the situation, assisting with coordinating social services and conducting follow-up with family members following the episode. CIS also makes contact with individuals and/or families that have come to the attention of the Police Department where mental health services may be needed. In 2021, the Police Department responded to 1,169 mental health-related events, 31% of which resulted in psychiatric hospitalization. CIS members were able to follow up on 460 reported mental health incidents where collaboration with family members and a connection to resources would be most beneficial.

In January 2022, the Police Department initiated the Special Needs Awareness Program (SNAP). It, too, is designed to improve police interactions with members of the community. SNAP provides first responders with important information when responding to calls for service that involve individuals with special needs. Participation in SNAP is voluntary, and information collected is stored in a confidential database. This database is accessed by public safety dispatchers should an emergency or non-emergency call for service involve the registered individual, their associated vehicle license plate number or address. In this case, relevant information may be disclosed to responding first responders alerting responding personnel of accommodations that may need to be considered upon arrival and/or during the incident.

Training

For years, the Police Department's Training Unit has incorporated innovative strategies to improve the officers' decision-making ability when encountering individuals who resist lawful action. These strategies (e.g. time, distance, cover, etc.) and tactics (e.g. active listening, negotiation, less lethal equipment, etc.) help increase the odds of the City's officers decreasing the intensity of a given situation. These tools are intended to empower officers to assess the risk, evaluate options in response to perceived threats and consider the consequences of alternative responses for better outcomes for officers and the community, ideally with a reduction in the amount of force necessary.

As a result, the Police Department has been meeting and/or exceeding all of the new Federal guidelines for some time through Department policy and/or California State mandates.

Training includes, but is not limited to, Crisis Intervention Training (CIT) among public safety dispatchers and police officers to help recognize signs of suicidal or homicidal ideation, self-injurious behavior, mood disorders, psychotic disorders and substance misuse. CIT programs create connections between law enforcement, mental health providers, hospital emergency services and individuals with mental illness and their families. Through intensive training and these collaborative partnerships, CIT improves communication, minimizes the use of force, increases officer and community safety and identifies mental health resources for those in crisis. CIT is also intended to aid in keeping people with mental illness out of jail through reduced arrests and treatment for recovery.

DISCUSSION

Nationally, psychologists have long played an important role in policing, including assessing the mental health of officer candidates, and counseling officers who may be struggling after experiencing traumatic incidents. Now, after highly visible incidents across the country have brought into question the adequacy of police officers' training to respond to mental health crisis calls, progressive law enforcement agencies are partnering with clinicians to collaborate more closely on emergency responses.

In 2021, it is estimated that approximately 2% of police calls for service in the City of Santa Clara involve an individual behaving erratically or experiencing a mental health crisis; people disabled by substance abuse and/or intoxication is much more difficult to quantify but is undoubtedly greater. The vast majority of these calls do not involve crimes or violence, yet the broader community is ill-equipped to safely and effectively handle the situation. Individuals in crisis often encounter barriers preventing them from receiving the proper services, and unmet attention can result in added reliance on law enforcement. While there has been national attention to make critical support services more accessible, locally there are not services to match demand.

From 2020 through present, a number of local (e.g. lockdown, quarantine, physical distancing, masking), national (e.g. impeachment trial and election protests, stock market crash, wildfires, civil unrest and call for social justice, curfew, unprecedented unemployment, gun violence, Roe vs Wade Supreme Court decision) and global (e.g. pandemic, vaccine rollout) incidents have fostered feelings of uncertainty, fear and loneliness. These factors, alone or combined, have translated into higher levels of psychological distress, stress, anxiety and/or depression.

Year	Police Calls for Service	Police Self-Initiated Calls for Service	Events Involving Use of Force	Number of Incidents that Involved the Discharge of a Firearm	Events with a Mental Health Disposition Code	Events Resulting in a Detention
2019	61,931	17,608	100	1	n/a	n/a **
2020	68,865	18,339	87	0	136 *	n/a **
2021	61,421	14,921	84	0	1,181	371

2022 **	26,044	7,024	53	0	509	172

**Mental health disposition code added in late-2020 to the computer aided dispatch system in anticipation of implementation of Assembly Bill 953, The Racial and Identity Profiling Act of 2015*

*** Data track more effectively with the establishment of the Police Department's Crisis Intervention Specialists*

**** Statistics through June 30, 2022*

The proposed MOU between the City and County is intended to support the Police Department's interest in having a proactive response to the community's needs and is intended to create another viable alternative to:

- Promote interagency and community collaboration, including working with the City's new Homelessness Task Force
- Identify prevention and early-intervention strategies
- Increase access to and use of mental health services among underserved groups
- Improve outcomes for consumers using crisis services, including reduced emergency interventions, criminal justice involvement and psychiatric hospitalizations
- Expand upon the Police Department's access to training and improve law enforcement's knowledge of mental health issues
- Collect data associated with this new model to guide future experimentation

The clinician will work with the Police Department, crisis services, and communities to support individuals and their families in navigating systems and supports. With specialized knowledge and the ability to engage people who may be at risk for "wellness checks," access to the clinician may help prevent crises and avoid unnecessary hospitalization, police interactions, and arrests.

The term of this pilot program is defined in the MOU as from execution by both parties until the City's available appropriation of $180,000 is exhausted, whichever occurs first. The County shall pay, up front, the fully weighted costs associated with the salary and benefits of the clinician in accordance with the County's applicable bargaining unit MOU. Meanwhile, the County will invoice the City on a monthly basis for personnel costs of salary and benefits up to $180,000. The County and Police Department will share other expenses (e.g. laptop, cell phone, training/travel, etc.). The Police Department will provide the clinician with appropriate safety gear, including a fitted protective vest at its sole expense.

The efficacy of this pilot program will be measured by constant data tracking of mental health-related calls for service. This is already standard practice conducted by the Police Department's Community Response Team and their assigned Crisis Intervention Specialists, meaning a solid baseline of data exists from which to measure the pilot program from.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The Police Department secured an $180,000 award in Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund dollars to establish a PERT program in collaboration with the County. This one-time funding source will be utilized for this pilot program.

COORDINATION

The 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

Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program in a form substantially similar to the attached draft MOU

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Memorandum of Understanding (MOU) with the County of Santa Clara

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SANTA CLARA AND THE
COUNTY OF SANTA CLARA
REGARDING THE PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT)
JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

WHEREAS, the mission of the City of Santa Clara (hereinafter "CITY") is to provide quality public services, facilities and opportunities that create, sustain, and enhance a safe, livable, and vibrant community for its diverse residents, businesses, and visitors. The CITY's Santa Clara Police Department (hereinafter "SCPD") is a progressive and professional organization dedicated to maintaining community partnerships which promote a high quality of life for the City's diverse population; and

WHEREAS, the mission of the County of Santa Clara (hereinafter "COUNTY") is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe, and prosperous community for all; and

WHEREAS, COUNTY and CITY seek to collaborate to increase public safety and reduce recidivism among high risk people with mental illnesses and co-occurring mental illness and substance abuse through the Psychiatric Emergency Response Team Justice and Mental Health Collaboration Program (or "PERT Program"); and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which CITY and COUNTY Behavioral Health Services Department (hereinafter "BHSD") will be partners on this collaborative effort to combine the unique resources, skills, experience, and training of personnel from two different professions (law enforcement and mental health services) to provide the best possible response to situations involving persons with mental illness; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (hereinafter "MOU") setting forth the roles, responsibilities, and services to be provided by the PERT Program; and

WHEREAS, the agencies recognize the need for cross-system collaboration to improve responses and outcomes for individuals with mental illnesses and substance abuse who come into contact with the justice system; and

WHEREAS, the partners recognize the need to increase public safety and to provide rapid intervention to a person in mental health crisis by de-escalating the situation and helping to stabilize the person in the least restrictive way possible, and then striving to get that person the help they need; and

WHEREAS, the partners are committed to providing services to those in need regardless of their ethnicity, gender, gender identity, sexual orientation, origin, religious or political beliefs, and/or creed;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

ARTICLE 1
TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this MOU is from the date the MOU is executed by both parties to December 31, 2023, or until the CITY's available appropriation in the amount of $180,000 is exhausted, whichever occurs first.

1.2 Extension. This MOU may be extended should this pilot program be successful, the CITY and/or COUNTY identifies funding, and upon a written amendment of this MOU signed by both Parties. Extension of this MOU shall be contingent on COUNTY's review of the use, need, and value of the PERT Program and COUNTY's budget to ensure that the Behavioral Health Services Department (BHSD) PERT clinician(s) can be continued for each successive term.

1.3 Termination without Cause. Any Party may terminate this MOU without cause by providing sixty (60) day written notice.

ARTICLE 2
SCOPE OF SERVICES

2.1 **The COUNTY shall provide the following for the PERT Program:**

a. Participate in proactive responses for high-risk individuals with mental illness in conjunction with the SCPD PERT officer(s);

b. Develop and modify protocols for PERT Program response and information sharing policies and procedures, as necessary;

c. Identify one (1) full time BHSD clinician (hereinafter "BHSD PERT Clinician), who must be licensed to provide mental health services by appropriate State of California licensing authorities and must participate in a CITY background investigation and fingerprinting, prior to beginning work with the CITY.

d. Assign the identified BHSD PERT Clinician to work with the SCPD PERT officer(s) to perform the following tasks:

1) Conduct mental health evaluations, assessments, and crisis screening, for persons with serious mental illnesses including clients who are frequent users of emergency psychiatrist services, dual diagnosed clients and clients who are mentally ill;

2) Assist in determining the appropriate disposition supporting individuals' needs and safety;

3) Consult with SCPD PERT officer(s) regarding disposition of individuals and law enforcement issues;

4) Maintain knowledge of the criteria for psychiatric disorders according to the current Diagnostic and Statistical Manual of Mental Disorders;

5) Maintain knowledge of current legal and ethical issues as they relate to mental illness;

6) Maintain licensing as required;

7) Ensure requirements for detention and transportation pursuant to Welfare and Institutions Code (WIC) Section 5150 are met;

8) Provide documentation to the PERT officer(s) supporting the decision to detain and transport a subject pursuant to WIC Section 5150;

9) Assist in coordination of transportation to mental health service centers, or facilities when such support and services would be beneficial (regardless of whether a 72-hour evaluation hold is issued), and there is cooperation from the subject;

10) Maintain a law enforcement security clearance;

11) Conduct presentations to inform others about the mission and focus of the PERT Program;
12) Provide mental health training and expertise to other SCPD Department staff.
13) Contribute toward providing metrics related to the PERT Program;
14) Engage in law enforcement activities that are related only to the PERT mission and focus; and
15) Abide by and follow all CITY policies while performing services under this MOU.

e. Collaborate with the CITY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU; and

f. Work with SCPD to identify any trainings that may be provided to officers to assist with appropriately responding to incidents involving individuals with mental illness and substance abuse. Any identified courses and trainings must be certified by POST to ensure a consistent level of quality.

2.2 **The CITY shall provide the following for the PERT Program:**

a. Develop a detailed policy, procedure, process, and plan on implementing a specialized police mental health PERT Program;
b. Expand training for law enforcement to identify and respond to individuals with mental illness and provide cross-training of criminal justice and mental health personnel;
c. Establish a dedicated SCPD officer(s) to work with the BHSD PERTClinician;
d. Participate in the process of identifying the BHSD PERT Clinician to work with SCPD as part of the Community Response Team (CRT);
e. Assume primary responsibility for site control when responding to a crisis;
f. Assume role of the primary responder when engaged with BHSD PERT Clinician;
g. Issue basic tools to BHSD PERT Clinician to perform their duties and provide access to certain CITY facilities.
h. Determine whether phone consultation or on-site consultation is needed from the BHSD PERT Clinician;
i. Coordinate training exercises with the BHSD PERT Clinician to ensure proper collaboration when needed during a crisis;
j. Collaborate with the BHSD PERT Clinician by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations;
k. Facilitate transportation for clients to the appropriate receiving facility when a WIC 5150 hold has been placed by the BHSD PERT clinician in response to a call for service to SCPD;
l. Agree to provide review on overall effectiveness on BHSD PERT clinician deployments;
m. Agree to provide information to BHSD PERT clinician regarding individuals who are involved in a crisis incident, when such information provides critical value to the safe resolution of those incidents;
n. Have an officer on scene with the PERT Clinician to provide the following services:
    1) Assess the situation regarding safety for the officer, the BHSD PERT Clinician, the consumer, and bystanders;
    2) Provide safety on scene; and
    3) Evaluate the subject for any criminal behavior, as appropriate;
o. Offer referrals or other assistance through the officer and PERT Clinician as the situation warrants, and if needed, assist the individual to the appropriate setting (either voluntarily or involuntarily);
p. Collaborate with the COUNTY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU;

q. Modify and enhance policies, procedures, and protocols for the PERT Program and information sharing process, as necessary; and

r. Work in conjunction with the PERT Clinician, to draft and submit a Monthly Program Narrative Report to County no later than seven (7) days after the end of each month. The Quarterly Narrative Report shall include a summary of the PERT Program's performance goals, milestones achieved, and any issues/concerns encountered during the reporting period.

ARTICLE 3
RELATIONSHIP OF PARTIES AND FINANCIAL REQUIREMENTS

3.1 Relationship of Parties. The COUNTY acknowledges and agrees that the work/services provided by the BHSD PERT Clinician under this MOU are performed as an independent contractor relative to the CITY. The BHSD PERT Clinician is part of the COUNTY workforce and will remain as employee of the COUNTY while providing services under this MOU.

3.2 Funding/Financial Responsibilities. Unless amended by the Board of Supervisors and the Santa Clara City Council, the annual contribution of the COUNTY and CITY to the Pilot Program expenses shall be as follows.

a. **The COUNTY shall provide the following funding/financial responsibilities:**

1) The COUNTY shall pay, up front, all personnel costs of the PERT Program (i.e., the fully weighted costs of salary and benefits for the BHSD PERT Clinician) in accordance with the COUNTY's memorandum of understanding with applicable bargaining unit.

2) The COUNTY shall procure and supply the BHSD PERT Clinician with a laptop and cellphone. The initial and on-going costs for such equipment, maintenance and/or replacement shall be incurred by the COUNTY. The COUNTY shall retain ownership of the property at the conclusion of the MOU term.

3) The COUNTY shall pay for staff time and benefits as applicable.

4) The COUNTY is not obligated to provide services for which no reimbursement will be made when the CITY's maximum financial obligation has been fully exhausted.

b. **The CITY shall provide the following funding/financial responsibilities:**

1) The CITY shall reimburse County for the salary and benefits of the BHSD PERT Clinician. The maximum financial obligation of CITY shall not exceed $180,000. The CITY shall not be liable for any costs above this amount.

2) The CITY shall provide the BHSD PERT Clinician with a fitted protective vest at its sole expense.

3) The CITY shall pay for related expenses such as the registration, meal per diem, and lodging for any required attendance by the BHSD PERT Clinician to any conference, workshop, or training program(s).

c. Both the COUNTY and CITY shall collaboratively determine what training, if any, is necessary during the duration of the MOU.

1.4 Staffing. The CITY shall be involved with the process for identifying the COUNTY PERT Clinician to work from SCPD as part of the Community Response Team (CRT). The pilot program shall consist of one (1) full time clinician who must be licensed to provide mental health services by appropriate State of California licensing authorities.

a. The COUNTY PERT Clinician shall be required to participate in a CITY background investigation and be fingerprinted, with subsequent arrest notification, prior to beginning work with the CITY.

b. The CITY shall issue the COUNTY PERT Clinician basic tools to perform their duties and provide access to certain CITY facilities.

c. The COUNTY PERT Clinician shall follow all CITY polices while performing services under this MOU.

3.3 Invoicing and Payment. The COUNTY shall be required to create and implement a timekeeping system to account for COUNTY staff time to be validated by CITY staff. In turn, the COUNTY shall invoice the CITY monthly for reimbursement. Both CITY and COUNTY representatives shall be required to monitor the monthly cost for the COUNTY PERT Clinician.

ARTICLE 4
MISCELLANEOUS PROVISIONS

4.1 Collaboration. Both the CITY and the COUNTY have jointly developed this MOU. All PERT Program partners are committed to working together to achieve the stated project goals through monthly meetings designed to develop and implementation, as well as monitor and evaluate the project. PERT Program Partners shall meet informally and as often as needed.

4.2 Record Retention. The CITY and COUNTY shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3) years, from the date of termination or completion of this MOU.

4.3 Compliance with Non-Discrimination and Equal Opportunity Laws: The CITY and COUNTY shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102,and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. CITY and COUNTY shall notdiscriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

California Public Records Act. The Parties are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). In the event either Party receives a CPRA request for records related to the PERT program the Parties shall collaborate to comply with theCPRA and to prevent disclosure of exempt records, such as medical or mental health records.

4.4 Records and Confidentiality. Records created by the BHSD PERT Clinician, even while operating in collaboration with CITY, shall be considered County records, free from the control and direction of any other party to this MOU. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

Both Parties agree that all BHSD PERT Clinicians are County employees and shall follow the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The BHSD shall train all BHSD PERT Clinicians on federal, state, and local policies and procedures with respect to the confidentiality, use and/or disclosure of protected health information of clients as necessary and appropriate for the BHSD PERT Clinicians to perform their functions. The BHSD shall provide BHSD PERT Clinicians with the appropriate Health System(s) policies and procedures, which are subject to change from time to time. The BHSD reserves the right to take appropriate

action for violation of its policies; such action may include immediate termination of any BHSD PERT Clinician who violates Federal, State, or local law and policy.

4.5 Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

4.6 Indemnification and Insurance

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

b. Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained throughout the term of the Agreement the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; (ii) a policyof automobile liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate (iii) a policy of workers' compensation providing statutory coverage; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by a commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirementsof this section may be satisfied by the provision of similar coverage through a self-insurance program.

4.7 Notices. All notices required under the terms of this MOU will be in writing and must betransmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Bruce Copley, Director
BHSD Access and Unplanned Services
bruce.copley@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3957

CITY OF SANTA CLARA:

Rajeev Batra
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408)615-2210

By signing below, each agency approves the conditions set forth in this MOU as well as the submitted application and proposed project budget.

"COUNTY" County of Santa Clara

Gene Clark, CCPO, C.P.M. Date
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY:

Megan Wheelehan Date
Deputy County Counsel

APPROVED:

Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

Vincent DePaul Robben Date
Health Care Financial Manager County of Santa Clara Health System

"CITY" City of Santa Clara, a Municipal Corporation and Charter City

Rajeev Batra Date
City Manager

APPROVE AS TO FORM AND LEGALITY:

Office the City Attorney Date
City of Santa Clara

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SANTA CLARA AND THE
COUNTY OF SANTA CLARA
REGARDING THE PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT)
JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM FOR CALENDAR YEARS 2026 THROUGH 2028

WHEREAS, the mission of the City of Santa Clara (hereinafter "CITY") is to provide quality public services, facilities and opportunities that create, sustain, and enhance a safe, livable, and vibrant community for its diverse residents, businesses, and visitors. The CITY's Santa Clara Police Department (hereinafter "SCPD") is a progressive and professional organization dedicated to maintaining community partnerships which promote a high quality of life for the City's diverse population; and

WHEREAS, the mission of the County of Santa Clara (hereinafter "COUNTY") is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe, and prosperous community for all; and

WHEREAS, COUNTY and CITY seek to collaborate to increase public safety and reduce recidivism among high-risk individuals experiencing a mental health crisis, including individuals with mental illnesses and co-occurring mental illness and substance abuse through the Psychiatric Emergency Response Team Justice and Mental Health Collaboration Program (or "PERT Program"); and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which CITY and COUNTY Behavioral Health Services Department (hereinafter "BHSD") will be partners on this collaborative effort to combine the unique resources, skills, experience, and training of personnel from two different professions (law enforcement and mental health services) to provide the best possible response to situations involving individuals with mental illness; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (hereinafter "MOU") setting forth the roles, responsibilities, and services to be provided by the PERT Program; and

WHEREAS, the agencies recognize the need for cross-system collaboration to improve responses and outcomes for individuals experiencing a mental health crisis, including individuals with mental illnesses and substance abuse who come into contact with the justice system; and

WHEREAS, the partners recognize the need to increase public safety and to provide rapid intervention to an individual experiencing a mental health crisis by de-escalating the situation and helping to stabilize the individuals in the least restrictive way possible, and then striving to get that individual the help they need; and

WHEREAS, the partners are committed to providing services to those in need in a nondiscriminatory manner such that no individual is turned away based on their ethnicity, gender, gender identity, sexual orientation, origin, religious or political beliefs, age, insurance status, mental health status, disability, and/or creed;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

ARTICLE 1
TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this MOU is from January 1, 2026, through December 31, 2028, subject to Section 3.2 below, and CITY budget appropriations.

1.2 Termination without Cause. Any Party may terminate this MOU without cause by providing sixty (60) day written notice.

ARTICLE 2
SCOPE OF SERVICES

2.1 The COUNTY shall provide the following for the PERT Program:

a. Participate in proactive responses for high-risk individuals experiencing a mental health crisis in conjunction with the SCPD PERT officer(s);

b. Develop and modify protocols for PERT Program response and information sharing policies and procedures, as necessary;

c. Identify one (1) full time BHSD clinician (hereinafter "BHSD PERT Clinician), who must do all of the following:

1) Be Maintain licensure to provide mental health services (issued by appropriate State of California licensing authorities) in good standing for the entirety of the time period he/she works with CITY;

2) Successfully complete a CITY background investigation and fingerprinting prior to beginning work with the CITY;

3) Secure and maintain law enforcement security clearance for the entirety of the time period he/she works with CITY;

4) Maintain knowledge of the criteria for psychiatric disorders according to the current Diagnostic and Statistical Manual (DSM) of Mental Disorders; and

5) Maintain knowledge of current legal and ethical issues as they relate to mental illness;

d. Assign the identified BHSD PERT Clinician to work with the SCPD PERT officer(s) to perform the following tasks:

1) Conduct mental health evaluations, assessments, and crisis screening, for individuals with serious mental illnesses including individuals who are frequent users of emergency psychiatrist services, dual diagnosed individuals and individuals who are mentally ill;

2) Assist in determining the appropriate disposition supporting individuals' needs and safety;

3) Consult with SCPD PERT officer(s) regarding disposition of individuals and law enforcement issues;

4) Ensure requirements for detention and transportation pursuant to Welfare and Institutions Code (WIC) Section 5150 are met;

5) Provide documentation to the PERT officer(s) supporting the decision to detain and transport a subject pursuant to WIC Section 5150;

6) Assist in coordination of transportation to mental health service centers, or facilities when such support and services would be beneficial (regardless of whether a 72-hour evaluation hold is issued), and there is cooperation from the individual;
7) Conduct presentations to inform the community about the mission and focus of the PERT Program;
8) Provide mental health training and expertise to other SCPD Department staff;
9) Contribute toward providing metrics related to the PERT Program;
10) Provide mental health services for law enforcement activities that are related only to the PERT mission and focus; and
11) Abide by and follow all CITY policies while performing services under this MOU.

e. Collaborate with the CITY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU; and

f. Work with SCPD to identify and recommend available trainings for officers to assist with appropriately responding to incidents involving individuals with mental illness and substance abuse. Any identified training courses must be certified by Peace Officer Standards Training (POST) to ensure a consistent level of quality.

2.2 The CITY shall provide the following for the PERT Program:

a. Develop a detailed policy, procedure, process, and plan on implementing a specialized police mental health PERT Program;
b. Provide training for law enforcement to identify and respond to individuals with mental illness and provide cross-training of criminal justice and mental health personnel;
c. PERT Clinician shall be accompanied by an SCPD sworn officer during mental-health field responses;
d. Participate in the process of identifying and approving the BHSD PERT Clinician assigned to work with SCPD as part of the Community Response Team (CRT);
e. Assume primary responsibility for site control when responding to a crisis;
f. Assume role of the primary responder when engaged with BHSD PERT Clinician;
g. Issue desk, telephone, and office supplies to BHSD PERT Clinician to perform their duties and provide access to Police Department headquarters;
h. Determine whether phone consultation or on-site consultation is needed from the BHSD PERT Clinician;
i. Coordinate training exercises with the BHSD PERT Clinician, which exercises shall be approved and mandated by COUNTY, to ensure proper collaboration when needed during a crisis;
j. Collaborate with the BHSD PERT Clinician by participating in trainings and

meetings to ensure proper understanding of roles and responsibilities during crisis situations;

k. Facilitate transportation for individuals to the appropriate receiving facility when a WIC 5150 hold has been placed by the BHSD PERT Clinician in response to a call for service to SCPD;

l. Provide COUNTY with a review of the overall effectiveness of the BHSD PERT Clinician deployment for the CITY at a time and in a manner determined by the City, with consideration of input on standard metrics by the COUNTY;

m. Agree to provide information to BHSD PERT Clinician regarding individuals who are involved in a crisis incident, when such information provides critical value to the safe resolution of those incidents;

n. Have an officer on scene with the BHSD PERT Clinician to assess and provide safety and security.

o. Offer referrals or other assistance through the officer and BHSD PERT Clinician as the situation warrants, and if needed, assist the individual to the appropriate setting (either voluntarily or involuntarily); and

p. Work in conjunction with the PERT Clinician, to draft and submit a Quarterly Program Narrative Report to County no later than seven (7) days after the end of each quarter. The Quarterly Narrative Report shall include a summary of the PERT Program's performance goals, milestones achieved, and any issues/concerns encountered during the reporting period.

ARTICLE 3
RELATIONSHIP OF PARTIES AND FINANCIAL REQUIREMENTS

3.1 Relationship of Parties. The COUNTY acknowledges and agrees that the work/services provided by the BHSD PERT Clinician under this MOU are performed as an independent contractor relative to the CITY. The BHSD PERT Clinician is part of the COUNTY workforce and will remain as employee of the COUNTY for all purposes while providing services under this MOU. COUNTY has and maintains full rights to supervise and manage BHSD PERT Clinician. CITY shall not perform any management functions over BHSD PERT Clinician such as performance evaluation or discipline. Except as set forth in Section 2.2 above, CITY shall not direct the manner in which BHSD PERT Clinician provides services. BHSD PERT Clinician shall not represent themselves to CITY employees or members of the public as a CITY employee, and shall represent themselves as a COUNTY employee. BHSD PERT Clinician must promptly report any perceived violation of this section by a CITY employee to COUNTY and COUNTY must promptly report same to CITY. COUNTY will inform and train BHSD PERT Clinician on the requirements of this Section.

3.2 Funding/Financial Responsibilities. Unless amended by the Board of Supervisors and the City of Santa Clara, the annual contribution of the COUNTY and CITY for Program expenses shall be as follows.

a. **The COUNTY shall provide the following funding/financial responsibilities:**

1) The COUNTY shall pay, upfront, all personnel costs of the PERT Program (i.e., the fully weighted costs of salary, benefits, and any

training for the BHSD PERT Clinician), and all associated costs of employment (i.e., payroll taxes and worker's compensation) in accordance with the COUNTY's memorandum of understanding with the applicable bargaining unit. CITY is not responsible in any respect for COUNTY'S compliance with MOU provisions applicable to BHSD PERT Clinician.

2) The COUNTY shall procure and supply the BHSD PERT Clinician with a laptop and cellphone. The initial and on-going costs for such equipment, maintenance and/or replacement shall be incurred by the COUNTY. The COUNTY shall retain ownership of the property at the conclusion of the MOU term.

3) The COUNTY shall invoice the CITY for the previous month to pay for staff time, benefits, and any training as applicable.

4) The COUNTY is not obligated to provide services for which no reimbursement will be made when the CITY's maximum financial obligation has been fully exhausted.

b. **The CITY shall provide the following funding/financial responsibilities:**

1) The CITY will pay invoices received from the COUNTY for the personnel costs of the PERT Program (i.e., the fully weighted costs of salary, benefits, and any training for the BHSD PERT Clinician assigned to the CITY), as well as a cost for the legally required supervision of the Clinician, at a rate that is in accordance with the COUNTY's memorandum of understanding with the applicable bargaining unit. If the collective bargaining agreement is modified during the term of this agreement, the maximum increase to the rate charged to CITY shall be 5%. No part of the rate charged to the CITY shall be attributable to general overhead costs of the COUNTY as per Government Code 51350.
2) For any period of time in which there is no BHSD PERT Clinician assigned to the CITY, there shall be no payment due from the CITY.
3) The CITY shall provide the BHSD PERT Clinician with a fitted protective vest at its sole expense.
4) If CITY and COUNTY jointly determine that the BHSD PERT Clinician should attend a conference, workshop or training program, then CITY shall reimburse COUNTY for associated expenses such as registration, meal per diem, and lodging in accordance with the CITY policy for such reimbursements.
5) The CITY'S maximum financial obligation under this agreement shall be $269,343 per year, or $808,029 for a period of three years, subject to annual identification of a funding source and budget appropriation. CITY's failure to or inability to identify an approved funding source, or to secure the necessary annual budget appropriation, shall not constitute the basis for liability.

c. Both the COUNTY and CITY shall collaboratively determine what training, if any, is necessary during the duration of the MOU.

3.3 Staffing. The CITY shall be involved with the process of identifying and approving one (1) COUNTY BHSD PERT Clinician who must be licensed to provide mental health services by appropriate State of California licensing authorities. CITY'S involvement shall include review of the applicants' resumes and participation on the interview panel.

a. If the identified COUNTY BHSD PERT Clinician has previously (within the past three years) completed another City's background investigation and fingerprinting requirements, the COUNTY BHSD PERT Clinician shall be allowed to work in full capacity as the identified COUNTY BHSD PERT Clinician for CITY pending CITY's successful completion of its own background investigation and fingerprinting requirements. The CITY shall notify COUNTY when the CITY's background investigation and fingerprinting requirements are complete for the COUNTY BHSD PERT Clinician.

b. Subject to applicable laws, CITY may inform COUNTY if CITY determines that BHSD PERT Clinician is unacceptable, such as CITY'S determination that such individual (i) is not performing his or her responsibilities to CITY'S reasonable satisfaction, (ii) has violated any term or condition of this Agreement, (iii) has engaged in behavior that constitutes serious misconduct or an immediate risk to health or safety of CITY employees or members of the public, or (iv) does not pass the background check process that may be required. In such a circumstance, CITY may request the replacement or removal of BHSD PERT Clinician from service to CITY under this agreement. Following such a request, the CITY and the COUNTY will meet and confer and mutually agree on an appropriate action or orderly transfer to a new BHSD Clinician. CITY shall cooperate with any investigation by COUNTY for any disciplinary action that the COUNTY may take related to the removal of the BHSD PERT Clinician.

ARTICLE 4
MISCELLANEOUS PROVISIONS

4.1 Collaboration. Both the CITY and the COUNTY have jointly developed this MOU and are committed to working together to achieve the stated project goals through monthly meetings designed to monitor and evaluate the project. The Parties shall meet informally and as often as needed.

4.2 Record Retention. The CITY and COUNTY shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of four (4) years, from the date of termination or completion of this MOU.

4.3 Compliance with Non-Discrimination and Equal Opportunity Laws: The CITY and COUNTY shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967;

the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. CITY and COUNTY shall not discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

4.4 California Public Records Act. The Parties are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). In the event either Party receives a CPRA request for records related to the PERT program the Parties shall collaborate to comply with the CPRA and to prevent disclosure of exempt records, such as medical or mental health records.

4.5 Records and Confidentiality. Records created by the BHSD PERT Clinician, even while operating in collaboration with CITY, shall be considered COUNTY records, free from the control and direction of any other party to this MOU. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

Both Parties agree that all BHSD PERT Clinicians are COUNTY employees and shall follow the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The BHSD shall train all BHSD PERT Clinicians on federal, state, and local policies and procedures with respect to the confidentiality, use and/or disclosure of protected health information of clients as necessary and appropriate for the BHSD PERT Clinicians to perform their functions. The BHSD shall provide BHSD PERT Clinicians with the appropriate Health System(s) policies and procedures, which are subject to change from time to time. The BHSD reserves the right to take appropriate action for violation of its policies; such action may include immediate termination of any BHSD PERT Clinician who violates Federal, State, or local law and policy.

4.6 Contract Execution. Unless otherwise prohibited by law or CITY or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County. This MOU may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each one shall be deemed an original.

4.7 Indemnification and Insurance

a. Indemnification. In lieu of and notwithstanding the pro rata risk allocation, which mightotherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and CITY agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, council members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by

reason of and to the extent of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconductof the other Parties hereto, their officers, board members, council members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Parties under this MOU.

b. COUNTY waives any right for workers' compensation and related insurance or reimbursement expense, against CITY, its officers, elected and appointed officials, employees, attorneys, agents, or volunteers, which might arise by reason of payment(s) made by COUNTY to or for or on behalf of COUNTY employee (BHSD PERT Clinician) for any injury of any type suffered or allegedly suffered, by COUNTY employee during performance of services under this Agreement.

c. Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained throughout the term of the Agreement the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; (ii) a policyof automobile liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate (iii) a policy of workers' compensation providing statutory coverage; and (iv) such other insurance (such as professional liability or malpractice insurance) or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement. Insurance afforded by a commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirementsof this section may be satisfied by the provision of similar coverage through a self-insurance program.

4.8 Notices. All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Soo Jung, Director
Cross Systems Initiatives & Housing
soo.jung@hhs.sccgov.org
South Bascom Avenue, Suite 200
San Jose, CA 95128
(408) 885-3885

CITY OF SANTA CLARA:

Jōvan D. Grogan
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210
With concurrent copies to:
cityattorney@santaclaraca.gov
AND
cmorgan@santaclaraca.gov

4.9 Miscellaneous provisions.

a. No Agency. It is understood that each of the Parties operate independently from one another and cannot enter into agreements or contracts as joint venturers, joint employers, or agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other related to this MOU.

b. No Assignment. No party to this MOU can assign any portion of this MOU without the other Parties' prior written consent, unless otherwise stated herein.

c. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters contained herein, and each party acknowledges there were no other oral agreements, representations, warranties, or statements of fact made prior to or at the time of the signing of this Agreement.

d. Severability. If any term or provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

e. Waiver. Waiver by any Party of any portion of this MOU shall not constitute a waiver of the same or any other portion hereof.

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"COUNTY" County of Santa Clara

Sherri Tereo, E.d.D. Date
Director
Behavioral Health Services Department

APPROVED AS TO FORM AND LEAGLITY

Deputy County Counsel Date

APPROVED:

Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

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"CITY" City of Santa Clara, a Chartered Municipal Corporation

Jōvan D. Grogan Date
City Manager

APPROVE AS TO FORM

Glen R. Googins Date
City Attorney

By signing below, each agency approves the conditions set forth in this MOU as well as the submitted application and proposed project budget.

26-383 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

In January 2025, in preparation for the City of Santa Clara (City) to host both Super Bowl LX and six Fédération Internationale de Football Association (FIFA) World Cup matches in 2026 (collectively, the "2026 Major Events"), the City transitioned the Economic Development and Communications Committee to a temporary ad hoc body known as the Economic Development and Marketing Committee (Committee). The purpose of this transition was to refine the Committee's focus toward economic development, marketing and community engagement efforts associated with the 2026 Major Events.

The Committee began campaign planning and community engagement efforts in April 2025, which led to the launch of the official *"Where the Mission Meets the Moment"* campaign (WTMMTM Campaign) in October 2025. Also in October 2025, City Council allocated $1,000,000 to support the planning and implementation of WTMMTM Campaign-related events and activations, including a Community Stadium Event, STEM Bowl, Night Markets & Festivals, and FIFA Watch Parties.

Following a competitive Request For Proposals process and pursuant to City Code Section 2.105.300(a), which authorizes the City Manager to execute agreements up to $250,000, the City Manager executed agreements for as-needed event planning and production services with Moveable, Inc (Moveable) on January 29, 2026 and with Walk Talkin International LLC (Walk Talkin) and TRAFFIK LLC (TRAFFIK) on February 9, 2026. Each agreement authorized a maximum compensation of $250,000 and includes an initial one-year term through March 1, 2027, with options to renew for up to four (4) additional terms of one-year each.

The scopes of these agreements require the event producers to provide as-needed full-service event production support and planning services, including event concept development, logistics planning, permitting, vendor and talent acquisition and management, on-site event operations, and post-event evaluation. Event assignments are made based on each event producer's specialized skills, experience, and alignment with the creative vision and operational needs of a particular event.

DISCUSSION

The original $250,000 maximum compensation was based on preliminary estimates of event costs developed prior to completion of full creative conceptualization and detailed event scoping. Since execution of these agreements, planning for the WTMMTM Campaign events has progressed, and

event concepts, operational requirements, scopes, and budget allocations have been further refined. To date, the City has utilized the services of both Moveable and Walk Talkin to support the successful planning and implementation of several events, including Celebrate Santa Clara: A Day on the Field, (also referred to as the Stadium Community Event), STEM Bowl, and 2026 Night Markets. While the City has not yet utilized the services of TRAFFIK, the firm has been identified as one of the potential producers for the Watch Parties, subject to FIFA approval of the City's license application to host FIFA World Cup Watch Parties.

Table 1 below summarizes the amounts invoiced to date, the remaining balances under each agreement and the event-related services provided.

Table 1: Contract Expenditures

Vendor	Amount Invoiced	Remaining Balance	Event Scope
Moveable	$223,363.68	$26,636.32	STEM Bowl & 2026 Night Markets
Walk Talkin	$150,924.45	$99,075.55	Stadium Community Event
TRAFFIK	N/A	$250,000.00	N/A

These totals reflect the actual approved invoices to date for the majority of the event producer's costs associated with producing the identified events; however they do not include the full range of third-party expenses associated with each event, such as talent, food and beverage, hospitality, and other related services, as authorized by the City. The final total cost for each event is still being determined, pending receipt of all final approved third-party invoices. The City anticipates that the costs for Movable events hosted to date will not exceed $250,00, while the costs for Walk Talkin may marginally exceed $250,000. Therefore, as part of the recommendation Staff requests Council to authorize payment to Walk Talkin for the Stadium Community Event in an amount not to exceed $5,000, for expenses incurred above the original $250,000 not to exceed amount.

To meet WTMMTM Campaign needs, ensure continuity of services and avoid disruption of planned events, staff is recommending and proposing an Amendment to both Moveable and Walk Talkin's agreements to increase their respective maximum compensations by $100,000 each, for a revised not-to-exceed amount of $350,000 per agreement. This increase will ensure the City can provide timely payment for completed services and allow for flexibility in scope allocation for upcoming WTMMTM Campaign events including the remaining series of two-day Night Markets scheduled for June and July and proposed Watch Parties.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

In October 2025, City Council allocated $1,000,000 to the City Manager's Office to implement the City's WTMMTM Campaign. These funds will be used to cover any additional services provided by Moveable and/or Walk Talkin. The additional $200,000 will be absorbed within the citywide non departmental budget. We will continue to monitor all cost related to the event and if needed bring

forward a budget in June.

COORDINATION

This report was coordinated with the City Manager's Office, Finance Department, and City Attorney's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 1 with Moveable Inc. to increase the maximum compensation by $100,000 for event production services, for a revised not -to-exceed maximum compensation amount of $350,000, subject to appropriation of funds;

2. Authorize the City Manager or designee to execute Amendment No. 1 with Walk Talkin International LLC to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds and to allow for up to $5,000 of the additional $100,000 to be used for payment towards the costs of production of the Stadium Event; and

3. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable Inc, and Walk Talkin International LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Reviewed by: Elycia Knight, Assistant to the City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Moveable Inc. Agreement Amendment No.1
2. Walk Talkin International LLC Agreement Amendment No. 1
3. Moveable, Inc. Event Planning and Production Services Agreement
4. Walk Talkin International LLC Event Planning Production Services Agreement

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOVEABLE, INC.

PREAMBLE

This agreement ("Amendment No. 1"), effective as of _____("Effective Date"), is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Moveable, Inc., 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 Services Between the City of Santa Clara and Moveable, Inc., dated January 29, 2026 ("Agreement"); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide event planning and production services, and the Parties now wish to amend the Agreement to increase compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "Compensation and Payment" is revised to increase compensation and shall read as follows:

   "In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES". The maximum compensation of this Agreement is **Three Hundred Fifty Thousand Dollars ($350,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstances.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 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"

MOVEABLE, INC.
a California corporation

Dated: _____

By (Signature): _____
Name: Thomas Ryan Sebastian
Title: Chief Executive Officer
Principal Place of Business Address: 2160Tully Road San Jose, CA 95122
Email Address: ryan@mvbl.co
Telephone: 408-425-3136
Fax: _____

"CONSULTANT"

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALK TALKIN INTERNATIONAL LLC

PREAMBLE

This agreement ("Amendment No. 1"), effective as of _____("Effective Date"), is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Walk Talkin International LLC., a California limited liability company ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara and Walkin Talkin International, LLC., dated February 9, 2026 ("Agreement"); and

B. The Parties entered into the Agreement for the purpose of having Consultant provide event planning and production services, and the Parties now wish to amend the Agreement to increase compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "Compensation and Payment" is revised to increase the compensation and shall read as follows:

   "In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES". The maximum compensation of this Agreement is **Three Hundred Fifty Thousand Dollars ($350,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstances.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 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"

WALK TALKIN INTERNATIONAL LLC
a California limited liability company

Dated: 04/20/2026

By (Signature): _____

Name: Carlos Guaico

Title: Chief Executive Officer

Principal Place of Business Address: 1865 Oakwood Ave
Glendale, CA 91208

Email Address: Carlos@walktalkin.com

Telephone: 626-616-2123

Fax:

"CONSULTANT"

Docusign Envelope ID: 42088334-E7E2-433B-83D7-237BAF071772

EBIX Insurance No. S200005818

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MOVEABLE, INC.

PREAMBLE

This Agreement, effective as of 1/29/2026 ("Effective Date"), is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Moveable, Inc. a California corporation, ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit A-1 – Standard Indemnification

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

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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 as of the Effective Date and terminate on March 1, 2027.

After the initial term, the City reserves the right to extend the term of the agreement by up to four (4) additional terms of one-year each in such increments as determined by the City. Any such extension shall be formalized through a formal written amendment to this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Two Hundred Fifty Thousand Dollars ($250,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

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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 subcontractors without express written permission from City.

Consultant 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 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 CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement 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

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to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section 14 (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole

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negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant 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: Elycia Knight, City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at EKnight@santaclaraca.gov

And to Consultant addressed as follows:

Moveable, Inc.
Attention: Thomas Ryan Sebastian
2160 Tully Road

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San Jose, CA 95122
and by e-mail at ryan@mvbl.co

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 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant 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.

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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.

Signatures on next page

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Jennifer Beyers for
75A18AF02BF64F1...

GLEN R. GOOGINS
City Attorney

Dated: 1/29/2026 | 9:41 AM PST

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...

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"

MOVEABLE, INC.
a California corporation

Dated: 1/28/2026 | 11:31 AM PST

By (Signature): DocuSigned by:
Thomas Ryan Sebastian
22B9E1256BAB453...

Name: Thomas Ryan Sebastian
Title: Chief Executive Officer
Principal Place of Business Address: 2160 Tully Road
San Jose, CA 95122
Email Address: ryan@mvbl.co
Telephone: 408-425-3136
Fax:

"CONSULTANT"

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EXHIBIT A
SCOPE OF SERVICES

This Scope of Services outlines the requirements for Consultant to provide as-needed event planning and production services ("Services") for the City. The Consultant is responsible for providing all labor, equipment, materials and project management necessary to produce the event(s) as directed by the City.

1. PROJECT APPROVAL PROCESS

1.1. Consultant will provide the Services on an as-needed basis and as directed, in writing, by the City Manager's Office ("CMO") or designee. The CMO will provide Consultant with a written request ("Event Request") detailing the initial event concept, objectives, timeline and any other information needed to formulate the event scope.

1.2. For each Event Request, Consultant will prepare an initial scope of work ("Event SOW"). The Event SOW will detail the tasks anticipated to be required to achieve event goals, phases and timelines, and the estimated budget, to include Consultant's anticipated labor and management fees, third party vendor fees, and any other costs that may be associated with producing the event. Event budgets will be calculated according to the rates listed in Exhibit B (Fee Schedule).

1.3. If CMO elects, in its sole discretion to proceed with an Event SOW, CMO will give final authorization, in writing, to proceed with an Event SOW prior to Consultant providing any services related to the event.

1.4. The project approval process is a collaborative process between City and Consultant. Regular meetings, emails, and telephone calls will all be accepted forms of communication throughout the process. Authorization to prepare an Event SOW and final approval of the Event SOW must be documented in writing (email acceptable).

2. GENERAL ADMINISTRATIVE REQUIREMENTS

Consultant will provide administrative and project management oversight for each event. Key responsibilities include, but are not limited to:

2.1. Collaboration: Attendance at regular meetings with City staff and partners to ensure alignment across teams on event plans and goals.

2.2. Approvals: Ensure explicit prior approval by the City is received before moving forward with any irrevocable plans or purchases.

2.3. Budget Development and Management. Create detailed cost estimates and recommend cost-savings strategies.

2.4. Project Tracking: Maintain a centralized project timeline, deliverables tracker, and budget tracker at all times.

2.5. Evaluation. Deliver a post-event evaluation report within 30 days of each event to analyze outcomes and recommend future improvements.

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3. EVENT STRATEGY & DESIGN

In coordination with the City, Consultant is responsible for leading the conceptualization, artistic curation and blueprint development for each event. Key responsibilities include, but are not limited to:

3.1 Creative Concepting: Collaborate with City staff to develop creative themes, formats, and desired outcomes.

3.2 Venue Management: Identify suitable City-owned or non-City-owned venues and coordinate all scheduling, permitting and logistics directly with the venue.

3.3 Technical Design: Create blueprint designs of the entire event grounds and present production elements through CAD-Specific drawings for City review.

4. LOGISTICS, TALENT, AND VENDOR MANAGEMENT

Consultant is responsible for the comprehensive planning, execution and oversight of all operational elements of each event. Key responsibilities include, but are not limited to:

4.1. Operational Planning & Logistics

4.1.1. Work Plans: Create a detailed work plan for each event to include the following elements, at a minimum:

- Production Plans
- Timelines
- Equipment Lists
- Staffing and Volunteer Plans
- Event Day Operations Plan
- Contingency Plans/Escalation Trees
- Emergency Action Plans

4.1.2. Permitting: Secure all required permits and ensure all vendors and contracted talent comply with City permit requirements and ordinances.

4.1.3. Production Elements. Source and manage all required equipment and supplies such as audio/visual lighting, furniture, perimeter fencing, portable toilets, tents, and any other equipment and supplies identified as being required.

4.1.4. Event Set-Up. Manage the entire load-in and load-out process and oversee all coordination with the venue.

4.1.5. Ancillary Services. Oversee ticketing procedures, signage design/placement, and concessions/hospitality for patrons and staff.

4.2. Talent and Vendor Oversight

4.2.1. Talent Acquisition. Identify, book, and contract performers (for example musicians, artists, DJs, cultural partners) following City approval of the performer, performer's rates, contractual terms, and rider provisions, at a minimum.

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4.2.2. Talent Contract Management. Fulfill all talent rider provisions.

4.2.3. Vendor Management. Identify, vet and contract with all third-party vendors required for each event (catering, security, décor, etc.) Consultant will serve as the single point-of-contact for all external partners and will manage their schedules and deliverables. The City reserves the right to reject any of Consultant's selected vendors at their sole discretion.

5. RISK AND SAFETY MANAGEMENT

Consultant is responsible for identifying risks associated with the event and ensuring a secure environment. Key responsibilities include, but are not limited to:

5.1. Identify potential logistical, financial, reputational, and safety-related risks and develop risk mitigation strategies and contingency plans.

5.2. Comply with direction from City departments (Police, Fire, Public Works, Risk Management) and stakeholders to establish necessary security measures and staffing.

5.3. Ensure compliance with safety protocols and Emergency Action Plans.

5.4. Ensure external partners such as third-party vendors and booked talent indemnify the City using the City's standard indemnity language, a copy of which is attached as Exhibit A-1, maintain insurance coverages and levels as required by the City, including at a minimum that policies identify the City as a third-party beneficiary and additional insured. Additionally, Consultant will collect evidence of insurance coverage by all external partners and show proof of coverage upon the request of the City.

6. EVENT DAY STAFFING AND OPERATIONS

Consultant is responsible for overseeing all elements of event day activities in coordination with the City. Key responsibilities include, but are not limited to:

6.1. Provide real-time, onsite oversight and general management of the entire event and ensure all issues are addressed immediately and according to established plans.

6.2. Ensure adequate supervision of all vendors, staffing and volunteers at all times.

7. DELIVERABLES

The specific deliverables Consultant may be requested to provide for any event may include but is not limited to, the following:

7.1. Event permit packets (applications and approvals for City sign-off)
7.2. Staffing & Volunteer plan utilizing the City's Volunteer Program
7.3. Day-of event operations plan and escalation tree
7.4. Emergency Action Plans (EAPs)
7.5. Documentation of vendor compliance (licenses, insurance, permits)
7.6. Talent contracts & promotional review signoffs
7.7. Detailed budgets with monthly updates
7.8. Production schedules, run-of-shows, and site maps
7.9. Post-event evaluation reports (within 30 days of each event).

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EXHIBIT A-1
STANDARD INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. The Parties expressly agree that this Section (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

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EXHIBIT B
SCHEDULE OF FEES

1. EVENT BUDGETS

1.1. For each Event SOW, Consultant will submit a proposed budget calculated based on 1) Consultant's estimated hourly production costs and a final "not-to-exceed" total and, 2) the estimated third-party production expenses. Third party production expenses will be based on actual vendor quotes and/or labor models tied to the Event SOW. All budgets must include category contingencies sized to risk and shown explicitly.

1.2. Event Budgets may be modified throughout the event planning and production process, upon written approval by the CMO. City will not pay or be liable for any Event Budget increases that result in the maximum compensation of this Agreement being exceeded without first entering into a formal written amendment to this Agreement, which may be approved or denied in the City's sole discretion and is subject to City Council authorization.

2. PRODUCTION FEES

2.1. Consultant's Production Costs consist of all event planning, pre-production coordination, and on-site day-of-event services provided by Consultant. Production Costs for each event will be calculated based on the hourly rates listed below. Consultant will only bill for the actual hours completed, even if the total hours worked does not reach the "not-to-exceed" maximum.

Position	Hourly Rate
Senior Leadership	$200
Project Lead	$160
Project Coordinator/Project Specialist	$120
On-Site Event Staff	$70

3. THIRD PARTY FEES

3.1. Consultant will pay for all third-party production costs after pre-approval by the City. The City will reimburse Consultant for approved third-party production expenses at actual cost. Expenses are reimbursable only if they are not already included in hourly rates, were approved in advance by the City, and are supported by itemized receipts.

4. TRAVEL COSTS

4.1. All travel will be reimbursed as listed below.

- Airfare/Rental Car – At economy rates
- Lodging - According to the rates outlined by the United States General Services Administration (GSA) https://www.gsa.gov/travel-resources.

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4.2. If third-party vendors require travel, Consultant will pay for all third-party travel costs and request reimbursement from the City during the invoice process. Consultant will make every effort to minimize travel costs by using local labor/vendors whenever possible.

4.3. All travel must receive prior authorization by the city.

4. REMITTANCE OF REVENUE TO THE CITY

4.1. In the event Consultant collects revenue on behalf of the City, (for example through collection of retailer application fees, concessions fees, or other fees where Consultant facilitates payment collection for City revenue), in which all or a portion of those fees belong to the City, Consultant will remit the fees to the City within thirty days of the completion of the event. Alternatively, Consultant may subtract the revenue collected on behalf of the City from the total budget for the event. City and Consultant's portion of any revenue generated and the method for remitting payment to the City will be established during the Event SOW approval process.

4.2. In the event of a dispute regarding payments due to the City, Consultant will, within five (5) business days of a written request, provide the City or its authorized representative with full access to all books, invoices, receipts, and financial records related to the Event.

5. INVOICE AND PAYMENT

5.1. Consultant will bill the City on a monthly basis for the Services actually provided or expenses actually incurred during the preceding month, on an invoice and in a format approved by the City and subject to verification and approval by the City. As an alternative to monthly invoices, Consultant may invoice the City according to the deliverable of key payment milestones, if established in the Event SOW.

5.2. The City will not pay any advance deposits or pre-payments. Invoices will only be issued after services or deliverables are provided.

5.3. A full reconciliation with invoices and variance analysis must be delivered within thirty days of event completion.

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EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such

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modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every 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. Consultant shall file with the City all certificates and endorsements for the

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required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara (City Manager's Office)
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

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EBIX Insurance No. S200005817

AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALK TALKIN INTERNATIONAL LLC

PREAMBLE

This Agreement, effective as of February 9, 2026 ("Effective Date"), is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Walk Talkin International, LLC, a California limited liability company, ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit A-1 – Standard Indemnification

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In

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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 as of the Effective Date and terminate on March 1, 2027.

After the initial term, the City reserves the right to extend the term of the agreement by up to four (4) additional terms of one-year each in such increments as determined by the City. Any such extension shall be formalized through a formal written amendment to this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Two Hundred Fifty Thousand Dollars ($250,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

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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 subcontractors without express written permission from City.

Consultant 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 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 CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement 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

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to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section 14 (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole

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negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant 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: Elycia Knight, City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at EKnight@santaclaraca.gov

And to Consultant addressed as follows:

Walk Talkin International LLC
Attention: Carlos Guaico
1865 Oakwood Ave

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Glendale, CA 91208
and by e-mail at carlos@walktalkin.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 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant 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.

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23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 2/9/2026 | 5:16 PM PST

Signed by: Jennifer Beyers 75A18AF02BF64F1...
GLEN R. GOOGINS
City Attorney

Signed by: Jovan D. Grogan 5EAD88DED5C343A...
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"

WALK TALKIN INTERNATIONAL LLC
a California limited liability company

Dated: 2/6/2026 | 8:15 PM PST

By (Signature): Signed by: Carlos Guaico E92FF8CDBBE4449...

Name: Carlos Guaico

Title: Chief Executive Officer

Principal Place of Business Address: 1865 Oakwood Ave, Glendale, CA 91208

Email Address: Carlos@walktalkin.com

Telephone: 408-425-3136

"CONSULTANT"

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EXHIBIT A
SCOPE OF SERVICES

This Scope of Services outlines the requirements for Consultant to provide as-needed event planning and production services ("Services") for the City. The Consultant is responsible for providing all labor, equipment, materials and project management necessary to produce the event(s) as directed by the City.

1. PROJECT APPROVAL PROCESS

1.1. Consultant will provide the Services on an as-needed basis and as directed, in writing, by the City Manager's Office ("CMO") or designee. The CMO will provide Consultant with a written request ("Event Request") detailing the initial event concept, objectives, timeline and any other information needed to formulate the event scope.

1.2. For each Event Request, Consultant will prepare an initial scope of work ("Event SOW"). The Event SOW will detail the tasks anticipated to be required to achieve event goals, phases and timelines, and the estimated budget, to include Consultant's anticipated labor and management fees, third party vendor fees, and any other costs that may be associated with producing the event. Event budgets will be calculated according to the rates listed in Exhibit B (Fee Schedule).

1.3. If CMO elects, in its sole discretion to proceed with an Event SOW, CMO will give final authorization, in writing, to proceed with an Event SOW prior to Consultant providing any services related to the event.

1.4. The project approval process is a collaborative process between City and Consultant. Regular meetings, emails, and telephone calls will all be accepted forms of communication throughout the process. Authorization to prepare an Event SOW and final approval of the Event SOW must be documented in writing (email acceptable).

2. GENERAL ADMINISTRATIVE REQUIREMENTS

Consultant will provide administrative and project management oversight for each event. Key responsibilities include, but are not limited to:

2.1. Collaboration: Attendance at regular meetings with City staff and partners to ensure alignment across teams on event plans and goals.

2.2. Approvals: Ensure explicit prior approval by the City is received before moving forward with any irrevocable plans or purchases.

2.3. Budget Development and Management. Create detailed cost estimates and recommend cost-savings strategies.

2.4. Project Tracking: Maintain a centralized project timeline, deliverables tracker, and budget tracker at all times.

2.5. Evaluation. Deliver a post-event evaluation report within 30 days of each event to analyze outcomes and recommend future improvements.

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3. EVENT STRATEGY & DESIGN

In coordination with the City, Consultant is responsible for leading the conceptualization, artistic curation and blueprint development for each event. Key responsibilities include, but are not limited to:

3.1. Creative Concepting: Collaborate with City staff to develop creative themes, formats, and desired outcomes.

3.2. Venue Management: Identify suitable City-owned or non-City-owned venues and coordinate all scheduling, permitting and logistics directly with the venue.

3.3. Technical Design: Create blueprint designs of the entire event grounds and present production elements through CAD-Specific drawings for City review.

4. LOGISTICS, TALENT, AND VENDOR MANAGEMENT

Consultant is responsible for the comprehensive planning, execution and oversight of all operational elements of each event. Key responsibilities include, but are not limited to:

4.1. Operational Planning & Logistics

4.1.1. Work Plans: Create a detailed work plan for each event to include the following elements, at a minimum:

- Production Plans
- Timelines
- Equipment Lists
- Staffing and Volunteer Plans
- Event Day Operations Plan
- Contingency Plans/Escalation Trees
- Emergency Action Plans

4.1.2. Permitting: Secure all required permits and ensure all vendors and contracted talent comply with City permit requirements and ordinances.

4.1.3. Production Elements. Source and manage all required equipment and supplies such as audio/visual lighting, furniture, perimeter fencing, portable toilets, tents, and any other equipment and supplies identified as being required.

4.1.4. Event Set-Up. Manage the entire load-in and load-out process and oversee all coordination with the venue.

4.1.5. Ancillary Services. Oversee ticketing procedures, signage design/placement, and concessions/hospitality for patrons and staff.

4.2. Talent and Vendor Oversight

4.2.1. Talent Acquisition. Identify, book, and contract performers (for example musicians, artists, DJs, cultural partners) following City approval of the performer, performer's rates, contractual terms, and rider provisions, at a minimum.

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4.2.2. Talent Contract Management. Fulfill all talent rider provisions.

4.2.3. Vendor Management. Identify, vet and contract with all third-party vendors required for each event (catering, security, décor, etc.) Consultant will serve as the single point-of-contact for all external partners and will manage their schedules and deliverables. The City reserves the right to reject any of Consultant's selected vendors at their sole discretion.

5. RISK AND SAFETY MANAGEMENT

Consultant is responsible for identifying risks associated with the event and ensuring a secure environment. Key responsibilities include, but are not limited to:

5.1. Identify potential logistical, financial, reputational, and safety-related risks and develop risk mitigation strategies and contingency plans.

5.2. Comply with direction from City departments (Police, Fire, Public Works, Risk Management) and stakeholders to establish necessary security measures and staffing.

5.3. Ensure compliance with safety protocols and Emergency Action Plans.

5.4. Ensure external partners such as third-party vendors and booked talent indemnify the City using the City's standard indemnity language, a copy of which is attached as Exhibit A-1, maintain insurance coverages and levels as required by the City, including at a minimum that policies identify the City as a third-party beneficiary and additional insured. Additionally, Consultant will collect evidence of insurance coverage by all external partners and show proof of coverage upon the request of the City.

6. EVENT DAY STAFFING AND OPERATIONS

Consultant is responsible for overseeing all elements of event day activities in coordination with the City. Key responsibilities include, but are not limited to:

6.1. Provide real-time, onsite oversight and general management of the entire event and ensure all issues are addressed immediately and according to established plans.

6.2. Ensure adequate supervision of all vendors, staffing and volunteers at all times.

7. DELIVERABLES

The specific deliverables Consultant may be requested to provide for any event may include but is not limited to, the following:

7.1. Event permit packets (applications and approvals for City sign-off)
7.2. Staffing & Volunteer plan, utilizing the City's Volunteer Program
7.3. Day-of event operations plan and escalation tree
7.4. Emergency Action Plans (EAPs)
7.5. Documentation of vendor compliance (licenses, insurance, permits)
7.6. Talent contracts & promotional review signoffs
7.7. Detailed budgets with monthly updates
7.8. Production schedules, run-of-shows, and site maps
7.9. Post-event evaluation reports (within 30 days of each event).

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EXHIBIT A-1
STANDARD INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. The Parties expressly agree that this Section (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

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EXHIBIT B
SCHEDULE OF FEES

1. EVENT BUDGETS

1.1. For each Event SOW, Consultant will submit a proposed budget calculated based on 1) Consultant's estimated on-site staffing fees, and 2) the estimated third-party production expenses. Third party production expenses will be based on actual vendor quotes and/or labor models tied to the Event SOW. All budgets must include category contingencies sized to risk and shown explicitly.

1.2. Event Budgets may be modified throughout the event planning and production process, upon written approval by the CMO. City will not pay or be liable for any Event Budget increases that result in the maximum compensation of this Agreement being exceeded without first entering into a formal written amendment to this Agreement, which may be approved or denied in the City's sole discretion and is subject to City Council authorization.

2. FEE SCHEDULE

2.1. PRODUCTION FEES. Consultant will be compensated for event production services at a fixed percentage rate of between 10% and 15% of the final event budget as outlined in the Event SOW, or modified as authorized in Section 1.2. The percentage rate will be determined per event based on the scale, complexity, duration, and deliverable requirements of each specific event. The percentage rate agreed upon for each event will be established between City and Consultant and approved in writing by the City. In no event will the City be responsible for payments that result in the maximum compensation of this Agreement being exceeded, without first entering into a formal written amendment to this Agreement, which may be approved or denied in the City's sole discretion and is subject to City Council authorization. The specific services included in Production Fees are as follows:

2.1.1. Administrative & Executive Management
This category includes all executive oversight, financial and contract administration, insurance compliance, municipal reporting, permitting support, budget management, accounting services, risk mitigation planning, and overall project leadership.

2.1.2. Pre-Production Staffing Allocation Fees
This category includes all pre-production staffing needs, including project management, production planning, logistics coordination, vendor and talent contracting, timeline development, permitting documentation, CAD design, community outreach coordination, production meetings, and administrative support.

2.2. ON-SITE STAFFING HOURLY RATES
Consultant will be compensated for staff time spent on location during event load-in, event execution, and load-out phases. Consultant will bill the City only for actual hours worked by staff to support the event, according to the hourly rates listed below. Exact

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hourly rates within these ranges will be provided in the event budget at the time of approval and will be based on role requirements and duration/scope of the event.

Role Type	Hourly Rate Range
Production Leads	$55 to $75
Stage Managers	$50 to $65
Site Operations & Logistics Staff	$45 to $55
Vendor & Talent Coordinators	$45 to $55
Entry-Level Support/Event Crew	$30 to $45
Volunteer Coordination Staff	$40 to $50

3. THIRD PARTY FEES

3.1. Consultant will pay for all third-party production costs after pre-approval by the City. The City will reimburse Consultant for approved third-party production expenses at actual cost. Expenses are reimbursable only if they are not already included in hourly rates, were approved in advance by the City, and are supported by itemized receipts.

4. TRAVEL COSTS

4.1. Travel will be reimbursed as listed below.

- Airfare/Rental Car – At economy rates
- Lodging - According to the rates outlined by the United States General Services Administration (GSA) https://www.gsa.gov/travel-resources.

4.2. If third-party vendors require travel, Consultant will pay for all third-party travel costs and request reimbursement from the City during the invoice process. Consultant will make every effort to minimize travel costs by using local labor/vendors whenever possible.

4.3. All travel must receive prior authorization by the city.

4. REMITTANCE OF REVENUE TO THE CITY

4.1. In the event Consultant collects revenue on behalf of the City, (for example through collection of retailer application fees, concessions fees, or other fees where Consultant facilitates payment collection for City revenue), in which all or a portion of those fees belong to the City, Consultant will remit the fees to the City within thirty days of the completion of the event. Alternatively, Consultant may subtract the revenue collected on behalf of the City from the total budget for the event. City and Consultant's portion of any revenue generated and the method for remitting payment to the City will be established during the Event SOW approval process.

4.2. In the event of a dispute regarding payments due to the City, Consultant will, within five (5) business days of a written request, provide the City or its authorized representative with full access to all books, invoices, receipts, and financial records related to the Event.

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5. INVOICE AND PAYMENT

5.1. Consultant will bill the City on a monthly basis for the Services actually provided or expenses actually incurred during the preceding month, on an invoice and in a format approved by the City and subject to verification and approval by the City. As an alternative to monthly invoices, Consultant may invoice the City according to the deliverable of key payment milestones, if established in the Event SOW.

5.2. The City will not pay any advance deposits or pre-payments. Invoices will only be issued after services or deliverables are provided.

5.3. A full reconciliation with invoices and variance analysis must be delivered within thirty days of event completion.

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EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such

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modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every 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. Consultant shall file with the City all certificates and endorsements for the

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required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara – City Manager's Office
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

26-567 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes (Deferred from May 5, 2026)

BACKGROUND
On May 5, 2026 Board, Commissions, and Committee Minutes were brought forward for City Council to note and file. The Parks & Recreation Commission - March 9, 2026 minutes were pulled from the Consent Calendar while the balance of the Board, Commissions, and Committee minutes were approved.

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

Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

03/09/2026 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

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

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

Webinar ID: 863 7431 6081

CALL TO ORDER AND ROLL CALL

Chair Chu called the meeting to order at 7:02 PM. Commissioner Forte arrived late at 7:20 PM.

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

Absent 1 - Commissioner Eversley Forte

CONSENT CALENDAR

1. 26-265 Action on the Parks & Recreation Commission Meeting Minutes from January 12, 2026

Recommendation: Approve the Parks & Recreation Commission Meeting Minutes from January 12, 2026

Commissioner DeMarco made a motion, seconded by Commissioner Caldwell, approved the January 12, 2026, Parks & Recreation Commission Minutes. The motion carried by the following vote:

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

Absent: 1 - Commissioner Forte

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. 26-93 Approval of a Grant from the Wade Brummal Youth Sports Scholarship Program in the Amount of $3,550 to Reimburse Santa Clara Police Activities League for Eligible Scholarships from the 2025 Softball Season

Recommendation: Approve a Grant in the Amount of $3,550 from the Wade Brummal Youth Sports Scholarship Program in the Public Donations Fund to Reimburse the Santa Clara Police Activities League for Eligible Expenses Related to the 2025 Softball Season.

Commissioner DeMarco made a motion, seconded by Commissioner Gupta to approve a grant from the Wade Brummal Youth Sports Scholarship Program in the amount of $3,550 to reimburse Santa Clara Police activities league for eligible scholarships from the 2025 softball season. The motion is carried by the following vote:

Aye: 6 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

3. 26-130 Approval of a Grant from the Wade Brummal Youth Sports Scholarship Program in the Amount of $42,045 to Reimburse Santa Clara Youth Soccer League for Eligible Scholarships from the 2025 Soccer Season

Recommendation: Approve a Grant in the Amount of $42,045 from the Wade Brummal Youth Sports Scholarship Program in the Public Donations Fund to Reimburse the Santa Clara Youth Soccer League for 59 Eligible Scholarships Related to the 2025 Soccer Season.

Commissioner Souza noted that the grant amount of $42,045 was erroneously stated to be $42,405 in RTC 26-130

Commissioner DeMarco made a motion, seconded by Commissioner Caldwell to approve a grant from the Wade Brummal Youth Sports Scholarship Program in the amount of $42,045 to reimburse Santa Clara Youth Soccer League for eligible scholarships from the 2025 soccer season. The motion was carried by the following vote:

Aye: 4 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, and Commissioner Souza

Abstained: 2 - Commissioner Forte, and Vice Chair Gupta

4. 26-216 Review and Recommendation of the Parks and Recreation Master Plan to the City Council for Adoption

Recommendation: It is recommended that the Parks & Recreation Commission review the Parks & Recreation Master Plan and the accompanying presentation, provide comments on the Plan, and adopt a resolution recommending that the City Council approve the Plan.

Commissioner DeMarco made a motion, seconded by Vice Chair Gupta to recommend to CIty Council to adopt the Parks & Recreation Master Plan. The motion was carried by the following vote:

Aye: 6 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

5. 26-267 Discuss the Progress Made on the FY 2025/26 Parks & Recreation Commission's Work Plan Goals and Activities

Recommendation: Discuss and update Parks & Recreation Commission Work Plan Goals and Activities for FY 2025/26.

Vice Chair Gupta made a motion, seconded by Commissioner DeMarco, to continue the work plan discussion until the next regular meeting. The motion is carried by the following vote:

Aye: 6 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

STAFF REPORT

Director Sparacino

Director Sparacino informed the Commissioners that a Parks Visitation survey has been created to track Commissioner park visits.

Recreation Manager Castro

Recreation Manager Castro provided updates that a Senior Needs Assessment is available for residents to complete through May 31. She also said the 4th of July Celebration will be held at Mission College this year per City Council. Recreation Manager Castro also provided updates on the Art & Wine Festival and Central Park access project.

COMMISSIONERS REPORT

Commissioner Caldwell

Commissioner Caldwell visited multiple parks. The Commissioner noticed a tree issue at Maywood Park. He was pleased with the quick resolution after reporting the issue via the MySantaClara app.

Chair Chu

Chair Chu will visit more parks in the future.

Commissioner DeMarco

Commissioner DeMarco attended several classes with his child (including a dance class in Central Park). He also visited Bowers and Warburton Park.

Commissioner Forte

Commissioner Forte attended the Flag Raising Celebration and Celebrate Santa Clara at Levi Stadium. He was pleased to have the opportunity to speak with Steve Young.

Vice Chair Gupta

Vice Chair Gupta attended the Flag Raising ceremony and Celebrate Santa Clara at Levi Stadium. He was disappointed he did not get to attend the silent disco activity.

Commissioner Souza

Commissioner Souza recently returned from vacation. He asked Director Sparacino for an update on the hiring of a new Park Superintendent. Director Sparacino said he is working with HR to move this forward.

ADJOURNMENT

Commissioner DeMarco made a motion, seconded by Commissioner Caldwell to adjourn the Parks & Recreation Commission Meeting at 9:06 PM until the next regular meeting on April 13, at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 6 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

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.

26-600 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

The City of Santa Clara (City) owns the Youth Soccer Park (YSP) located at 5020 Stars and Stripes Drive, adjacent to Levi's Stadium. The facility consists of three fields, as summarized in Table 1 below (see Attachment 1 for the Location Map). The YSP also includes 15 dugouts, a player field building, and a maintenance service building.

Table 1: Youth Soccer Park Field Summary

Field(s)	Turf Type	Approximate Total Square Footage
Field #1 and Field #3	Natural	218,000
Field #2	Artificial	104,000

On December 16, 2025 (RTC# 25-1667), the City Council approved a License Agreement (NFL License) between the City and NFL Enterprises, LLC (NFL) for use of the YSP, its facilities, and adjacent parking lots in support of Super Bowl LX operations. Under the terms of the License Agreement, the NFL agreed to facilitate certain field improvement work, as more particularly described in Exhibit B of the NFL License, which includes replacing the natural turf and installing and adjusting new irrigation heads for Fields #1 and #3 to grade (collectively, ("Field Improvement Work"), as well as paying the City for the cost of replacing fifteen existing dugouts at YSP up to the estimated total cost of $64,000.

DISCUSSION

In accordance with the terms of the NFL License, the NFL shall cause Colony Landscape & Maintenance, Inc. (Colony) to complete the Field Improvement Work. As planning for the turf replacement progressed, it was determined that removing the underlying thatch layer prior to installation would help optimize field performance and support achieving the upper end of the expected lifespan. The useful life of natural turf fields is typically 8 to 15 years, depending on the quality of the underlying construction and the level of ongoing maintenance.

While the NFL License requires the NFL to cause the replacement of the natural turf, it does not require them to remove the underlying thatch. Instead, it reserves for the City the right to implement a thatch removal program prior to the NFL's field replacement project, with the cost of thatch removal

as a City responsibility and expense.

Thatch removal is required to eliminate excessive organic buildup that can inhibit drainage, restrict nutrient absorption, and negatively impact turf health. If not addressed, these conditions may reduce the lifespan of the new turf. Fields with excessive thatch accumulation (greater than 0.5 to 1 inch), as observed at YSP, may experience extension of useful life of approximately one to two years with proper thatch removal. Removing the thatch layer will also restore proper soil conditions, promote root development, and improve the overall durability and resilience of the playing surface. This process is necessary to restore the underlying field conditions and prepare the fields for turf replacement work required under the License Agreement. The natural turf fields were last renovated in 2016 after Super Bowl 50 by the NFL. At that time, the City elected not to remove the underlying thatching. Currently, the fields are due for rehabilitation to maintain field performance and long-term usability.

The thatch removal services fall within the definition of “General Services” under Section 2.105.020 (e)(1)(D) of the City Code, relating to the care and treatment of public grounds and lawns. The scope consists of soccer field surface preparation activities associated with turf rehabilitation and does not require engineering plans, specifications, or design services typically associated with capital public works delivery. Nor does the work involve “construction or improvement” as contemplated under Section 1310 of the City of Santa Clara Charter. Accordingly, the services are appropriately procured as a General Service rather than a Public Works project.

Staff is requesting City Council approval to execute an agreement with Colony for thatch removal services for Fields #1 and Field #3 (Proposed Services Agreement) pursuant to Section 2.105.280(b)(4) of the Santa Clara City Code (Single and Sole Source Procurements). This section authorizes an exemption from competitive requirements when the services are considered unique or unusual such that the requirements for competitive procurement are contrary to public interest.

The Purchasing Division Manager has determined that the proposed single source procurement is justified based on the following:

- Colony is the contractor performing the Field Improvement Work under its agreement with the NFL. Engaging Colony to also perform the thatch removal ensures a single contractor is responsible for both phases. The thatch removal process directly affects grading, compaction, and subgrade conditions, which are critical to the performance and longevity of the new turf. Utilizing a single contractor eliminates coordination gaps and ensures accountability for the final playing surface. Use of multiple contractors would make it difficult to determine responsibility for any deficiencies in grading, compaction, or turf performance.

- The City’s quoted cost of services is $2.588 per square foot of field, which equates to $0.4313 per square foot for each one-inch depth of material removed, based on a planned removal depth of six (6) inches at the YSP. Staff’s review of recent thatch removal projects completed in the region within the past two years found an average cost of $0.57 per square foot per one-inch depth of material removed. In contrast, the City has been offered a significantly lower rate of $0.4313 per square foot per one-inch depth for the YSP project. In addition, separately procuring the thatch removal work could increase overall project costs due to duplicative mobilization, site access coordination, project management, scheduling oversight, and

potential rework arising from differing contractor methods or sequencing conflicts.

- Utilizing a single contractor for the Field Improvement Work and thatch removal services reduces the risk of disputes regarding responsibility of field conditions, warranties, or damages to completed improvements, which could otherwise result in change orders, administrative inefficiencies, and extended construction duration.

Based on the above, conducting a separate competitive procurement for thatch removal and awarding the work to a different contractor would introduce unnecessary risk and potential delays affecting the quality and timely completion of the Field Improvement Work. A separate solicitation for thatch removal work could also reasonably be expected to increase overall project costs. Accordingly, staff finds that separately bidding the thatch removal work would not be in the best interest of the public or the City.

Under the Proposed Service Agreement, a copy of which is included as Attachment #2, Colony will perform thatch removal for Fields #1 and #3, including removal of accumulated thatch and organic material, restoration of the underlying sand root zone, and preparation of the fields for natural turf replacement. The work will be performed in conjunction with the Field Improvement Work under the NFL License.

The cost of the thatch removal services for both fields is a not-to-exceed amount of $564,184. A 15% contingency is recommended to address any unforeseen field conditions that may increase the scope of services. Use of contingency funding is subject to review and approval by the City according to the change order process outlined in the contract and will require an amendment to the Service Agreement. The maximum allowable cost of services, inclusive of the 15% contingency funding, is $648,812. Table 2 below provides a breakdown of costs per field.

Table 2: Thatch Removal Cost Breakdown

Description	**Total**
Field #1 (approximately 114,000 sq ft; $2.588/sq ft)	$295,032
Field #3 (approximately 104,000 sq ft; $2.588/sq ft)	$269,152
Subtotal	**$564,184**
Contingency (15%)	**$84,628**
Maximum Compensation	**$648,812**

Payment for the Services under this Service Agreement shall be made on a milestone basis as further described below and subject to review, inspection, and written approval by the City.

Milestone	**Amount Due**
Completion and acceptance of Services for Field #1	40% of Total Contract Amount
Completion and acceptance of Services for Field #3	40% of Total Contract Amount

Final acceptance and project close-out, including completion of Field Improvement Work, all clean-up and removal of all equipment and materials	20% of Total Contract Amount

Approval of the recommendations will allow the thatch removal services to be completed in advance of the turf replacement work, which is currently estimated to occur between July 2026 and October 2026. Completing this work beforehand is critical to ensuring that the fields are properly prepared to support the installation of the new turf.

ENVIRONMENTAL REVIEW

This project being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(d), "Existing Facilities," as the activity consists of the restoration or rehabilitation of an existing facility involving no substantial expansion of existing use. The project will maintain and improve the functionality, safety, and usability of the existing recreational facility without expanding the facility footprint or introducing new uses beyond those associated with incremental population growth over time.

FISCAL IMPACT

The Service Agreement with Colony Landscape and Maintenance, Inc. has a base cost of $564,184, plus a 15% contingency of $84,628, for a total not-to-exceed amount of $648,812.

The Youth Soccer Park Improvements project in the Parks and Recreation Capital Fund has a current FY 2025/26 budget of $126,390 and supports future capital infrastructure improvements at the facility. This budget is funded from prior YSP rental revenues generated from non-youth activities, including, but not limited to, adult nonprofit, non-resident, and commercial/professional users. Staff recommends recognizing $107,913 in YSP rental revenues received from Bay Football Club during the current fiscal year and appropriating these funds to the Youth Soccer Park Improvements project, resulting in an amended project budget of $234,303.

The remaining $414,509 needed to fully fund the $648,812 not-to-exceed amount of the Service Agreement is recommended to be appropriated from the Mitigation Fee Act (MFA) fund balance.

MFA funds are used to support public recreational facilities to accommodate growth attributable to new development. In this case, the thatch removal work is not being funded as standalone maintenance activity, but rather as a necessary preparatory component of a broader soccer field rehabilitation and turf restoration effort intended to preserve and enhance the usable capacity of the YSP.

The City's 2019 nexus analysis, entitled "Park and Recreation Facilities Development Impact Fee Update Study", projected that the City's population will grow by approximately 28,392 residents by 2035, increasing demand for park land, athletic fields and recreational amenities. The thatch removal effort supports this growth by restoring the field's functionality, safety, and ability to accommodate increased recreational use.

The City is not using MFA funds for ongoing operational activities such as regular mowing, irrigation, or recurring turf care. Instead, the expenditure is limited to discrete rehabilitation-related activity directly tied to restoring the field's functional utility and service capacity as part of a larger

improvement effort. Without these improvements, field deterioration could reduce playable hours, limit programming capacity, and shift demand to other City park facilities serving existing and future residents.

Accordingly, the City may reasonably conclude that the expenditure bears sufficient relationship to the provision and intensification of public recreational facilities needed to serve growth and is therefore consistent with the purposes authorized under the Mitigation Fee Act.

The recommended budget actions are summarized below.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
Parks and Recreation Capital Fund			
Transfers from			
Transfer from the General Fund Expenditu	$1,190,489	$107,913	$1,298,402
Youth Soccer Park Improvements	$126,390	$522,422	$648,812
Ending Fund Balance			
Fund Balance - Mitigation Fee Act Fees	$28,636,751	($414,509)	$28,222,242
General Fund			
Revenues Rents and Royalties	$16,952,691	$107,913	$17,060,604
Transfers To			
Transfer to the Parks and Recreation Capi	$1,190,489	$107,913	$1,298,402

COORDINATION

This report has been coordinated with the Finance Department, 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

1. Authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney;

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

Reviewed by: Damon Sparacino, Director, Parks & Recreation
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Location Map
2. Agreement for Services with Colony Landscape and Maintenance, Inc.


Santa Clara Youth Soccer Park
5020 Stars and Stripes Dr, Santa Clara, CA 95054
Field 3 - Approximately 102,000 SF of Natural Turf
Field 2 - Approximately 104,000 SF of Artificial Turf
Field 1 - Approximately 118,000 SF of Natural Turf
Stars and Stripes Dr
Lafayette St
Tasman Dr
Calle De Escuela
Centennial Blvd
Levi's Stadium
Bill Walsh Way
Google Earth
Image © 2025 Vexcel Imaging US, Inc.
900 ft
N

EBIX Insurance No. S200001840

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND COLONY LANDSCAPE & MAINTENANCE, INC.

PREAMBLE

This Agreement, effective as of _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Colony Landscape & Maintenance, 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. WHEREAS, pursuant to that certain "License Agreement For Use of Youth Soccer Park", dated January 6, 2026 (the "License Agreement"), the City granted NFL Enterprises, LLC ("NFL") an exclusive license to use designated areas of the Santa Clara Youth Soccer Park, located at 5020 Stars and Stripes Drive, Santa Clara, California 95054 ("YSP") in connection with Super Bowl LX events; and

B. WHEREAS, in consideration for NFL's use of YSP, NFL agreed to have certain field improvement work, as more particularly described in Exhibit B to the License Agreement, ("Field Improvement Work"), performed at YSP and retained Contractor to complete the Field Improvement Work;

C. WHEREAS, the Field Improvement Work includes the replacement of the natural turf for Field 1 and Field 3 at YSP, and does not include dethatching prior to installation;

D. WHEREAS, the process of dethatching is beneficial to a field prior to replacing natural turf to allow water, air and nutrients to reach the soil promoting healthier root growth; and

E. WHEREAS, the City desires to retain Contractor under this Agreement to perform thatch removal services on Field 1 and Field 3 at YSP, as more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" ("Services") in order to support continuity of operations and the overall quality of the Field Improvement Work; AND

F. WHEREAS, 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,

G. WHEREAS, the Parties have specified herein the terms and conditions under which such Services shall be provided and paid for.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained therein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and 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 A-1 – Field Images

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin as of the Effective Date and terminate on December 31, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence in the performance of Services. Contractor shall be entitled to reasonable extensions of time for delays caused by the City, unusually severe weather. As a condition of any such extension, Contractor shall provide written notice within five (5) calendar days of the onset of the delay, including a description of the cause of the delay and the anticipated impact on the schedule, including an updated timeline for completion.

Any request for a time extension shall be subject to review and approval by the City, in its reasonable discretion. Contractor shall not be entitled to additional compensation as a result of such delays.

4. WARRANTY

Contractor expressly warrants that the Services shall be performed in accordance with generally accepted industry standards applicable in the State of California. All materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. If Contractor becomes aware of any existing deficiencies or conditions that may adversely affect the performance of Services, Contractor shall promptly notify the City in writing prior to proceeding with the Services. Contractor further warrants that its Services will not damage existing utilities, site soils, or other existing site conditions.

Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **five hundred sixty-four thousand, one hundred eighty-four dollars ($564,184)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor shall deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and shall fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) shall survive the expiration or early termination of the Agreement.

15. LIMITATION OF LIABILITY

Contractor liability is capped at total contract value, except that this Section 15 (LIMITATION OF LIABILITY) does not exclude or limit liability for Contractor's indemnification obligations under Section 14 (HOLD HARMLESS/INDEMNIFICATION) with respect to any claim, injury, liability, loss, cost and/or expense or damage, including all costs and attorney's fees in providing a defense for (i) any events which losses for which insurance coverage is available; (ii)death or bodily injury; (iii) damage to tangible property, including, but not limited to, environmental remediation; (iv) harm to City property; (v) Contractor's or subcontractors' gross negligence or willful misconduct; or (vi) third party claims from the Contractor's or subcontractors' employees.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks and Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at DSparacino@santaclaraca.gov

And to Contractor addressed as follows:

Colony Landscape & Maintenance, Inc.
4911 Spreckles Avenue
Alviso, CA 95002
and by e-mail at Sam@colonylandscape.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor

and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor shall advise City if a conflict arises.

21. FAIR EMPLOYMENT

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

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

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

24. SEVERABILITY CLAUSE

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

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

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"

COLONY LANDSCAPE & MAINTENANCE, INC
a California corporation

Dated: 5/7/2026

By (Signature): _____

Name: Edward Ott

Title: President

Principal Place of Business Address: 4911 Spreckles Avenue
Alviso, CA 95002

Email Address: Ed@colonylandscape.com

Telephone: 408 687-7700

Fax: _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

Prior to performing the Field Improvement Work which Contractor is performing on Field 1 and Field 3 under its agreement between Contractor and NFL, Contractor shall provide professional thatch removal services ("Services") for the specified fields at the Santa Clara Youth Soccer Park for the City.

1. OBJECTIVE

The objective of the Services is to improve the quality, performance, and longevity of the replacement turf system. The Services are intended to improve surface and subsurface drainage, reduce soil compaction, restore proper grading, and promote health root growth and turf regeneration through the removal of accumulated organic matter ("thatch") located between the grass layer and the fibrous sand root zone. Performance the Services shall result in a field that drains substantially faster, is graded more precisely, and is easier to maintain while providing long-term quality.

2. FIELDS & ACCESS

Contractor shall provide Services at the Santa Clara Youth Soccer Park, located at 5020 Stars and Stripes Drive, Santa Clara, CA 95054. The specific fields for which Contractor shall provide Services are listed below:

2.1. West Field, including area outside of concrete pad, hereinafter referred to as "Field 1".

2.2. East Field, hereinafter referred to as "Field 3".

2.3. Images identifying each field and the areas for which Services shall be provided are included in Exhibit A-1, entitled "Field Images".

2.4. The City shall provide the Contractor access to Field 1 and Field 3 between the hours of 7:00 a.m. and 3:00 p.m. PST, Monday through Friday ("Work Hours"). Access to Field 1 shall be via Marie DeBartolo Way, and access to Field 3 shall be through the maintenance yard.

2.5. The Contractor shall ensure that Field 1 and Field 3 are closed to public use for the duration of Services. Contractor shall ensure that Field 2 is closed to public use only during the Work Hours stated above. Contractor shall also protect Field 2 from any damage that may arise during the performance of Services and shall install temporary fencing to shield Field 2 from debris and dust.

2.6. The Contractor shall cease work by 3:00 p.m. PST each day and shall store all equipment and supplies in a manner that does not interfere with access to, or use of Field 2 at YSP, which is not subject to Services under this Agreement.

2.7. Contractor shall begin Services upon City's issuance to Contractor of a notice to proceed with Services ("Notice to Proceed"). Contractor will ensure Services are completed within 16-20 business days of issuance of the Notice to Proceed.

3. PROJECT COORDINATION

3.1. Services shall be provided in coordination with the Field Improvement Work authorized in the agreement between NFL and Contractor.

3.2. Contractor shall sequence its Services under this Agreement and ensure that these Services do not interfere with the timeline required by NFL for completion of the Field Improvement Work in accordance with NFL's project schedule.

3.3. Services shall be performed on the dates and times mutually agreed upon between Contractor and the City's Parks and Recreation Department ("P&R") and authorized in writing by P&R.

3.4. Contractor shall coordinate staging areas, equipment access routes, and material removal operations with P&R and other contractors working on the project to minimize disruption to YSP operations.

3.5. Contractor shall receive written authorization from the Director of Parks and Recreation or designee prior to proceeding with any work. Any changes to the scope of services shall also require prior written authorization from the Director of Parks and Recreation or designee.

4. THATCH REMOVAL SERVICES

Contractor shall perform thatch removal services including, but not limited to, the following:

4.1. Provide all labor, supervision, materials, equipment, and transportation necessary to complete the Services.

4.2. Mechanically remove accumulated organic matter, and thatch build-up to expose the underlying fibrous sand root zone.

4.3. Remove organic matter to a depth necessary to restore the fibrous sand root zone profile and achieve the target field depth of 6 inches.

4.4. Utilize specialized turf removal and surface preparation equipment appropriate for athletic field renovation, such as field planers, turf harvesters, or equivalent equipment designed to minimize disturbance to the underlying root zone.

4.5. Maintain field surface tolerances during removal operations to avoid creating depressions, high spots, or damage to the sand base.

4.6. Remove debris, vegetation, and excess organic material generated during removal operations on an ongoing basis to maintain a clean and safe worksite.

4.7. Properly load, transport, and dispose of all removed grass, thatch, and organic materials off-site and in accordance with all applicable federal, state, and local laws, regulations, and disposal requirements.

4.8. Take reasonable precautions to prevent contamination, erosion, or migration of materials to surrounding YSP areas, walkways, drainage systems, or stormwater infrastructure.

4.9. Perform final surface grooming to ensure the exposed sand root zone is unfirm and properly prepared for subsequent Field Improvement Work.

4.10. Properly prepare all surfaces for new natural turf and irrigation system.

4.11. Provide all final photos and work sequencing to the City.

4.12. Coordinate with City staff for final punch list and approval site meeting

5. STORMWATER POLLUTION PREVENTION PLAN

5.1. Contractor shall implement and maintain temporary erosion and sediment control (Water Pollution Control Plan) for the project as detailed in the most recent version of the Erosion Control and Sediment Control Field Manual for California, and the latest edition of the California Stormwater Quality Association (CASQA) BMP Handbook, Construction, for the entire duration of the project. A Water Pollution Control Plan shall be submitted by the Contractor to the Engineer for approval prior to proceeding with any work on this project.

5.2. Best Management Practice (BMP) products shall be as specified in the latest edition of the CASQA BMP Handbook, Construction.

5.3. Erosion and sediment control work shall consist of applying BMP's to control the discharge of storm water pollutants from the project site. BMP's shall be used to cover all temporary erosion and sediment control situations that arise during construction including unanticipated field conditions year-round. These erosion and sediment control measures shall control and contain erosion-caused silt deposits and provide for the safe discharge of silt-free storm water into existing and proposed storm facilities.

5.4. The Water Pollution Control Plan shall be designed to ensure the project site is protected for the entire duration of the project.

5.5. Contractor shall implement and maintain all Water Pollution Control Plan work for the project that shall include:

5.5.1. Construction of any and all necessary systems to eliminate contaminants from entering the storm system.

5.5.2. Clean up and control of the work site materials, spoils and debris.

5.5.3. Removal of contaminants produced by equipment used for the construction of the project.

5.5.4. Prohibition of illicit discharge (non-rain water) into the storm system.

5.5.5. Provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.]

5.5.6. Contractor shall be responsible for ensuring that all sub-contractors, and suppliers are aware of all water pollution control measures and that they implement such measures. Failure to comply with the storm water quality regulations and specifications shall result in the issuance of verbal or written corrective notices, citations, fines, and/or a project stop order.

5.5.7. Contractor shall maintain erosion and sediment control measures daily. Contractor shall submit to the Engineer for approval, the name of the person responsible for the daily maintenance of these facilities, along with a phone number where they can be reached twenty-four (24) hours a day.

5.5.8. Temporary erosion and sediment control work shall consist of applying erosion control materials to embankment slopes, excavation slopes and other areas designated on the Water Pollution Control Plan, and installing sediment control such as, but not limited to, fiber roll, silt fence, inlet protection, gravel bags, headwall protection and stabilized construction entrances and exits, or other measures as specified in the Water Pollution Control Plan.

5.5.9. Erosion and sediment control measures shall be adjusted throughout the construction duration to accommodate the varying construction limits as each phase of work starts and completes. Refer to the Construction Phasing Diagram in the plans for limits of each work phase.

5.5.10. Emergency erosion and sediment control shall consist of any measures not addressed in the approved Water Pollution Control Plan for any of the project phases but the Engineer deems necessary to prevent degradation of water quality after start of construction.

6. TRAFFIC CONTROL

The Contractor is responsible for coordinating all necessary traffic control procedures in conformance with the City's Standard Specifications for Public Works Construction,

Section 01500 (1.16), entitled "Traffic Control", which can be located at https://santaclaraca.gov/our-city/departments-g-z/public-works/engineering/technical-documents. Contractor is responsible for contracting the City of Santa Clara Police Department at (408) 615-4700 to request Tow Away service, if required. The City shall not furnish temporary "No Parking" signs.

7. SANITATION FACILITIES

Contractor shall be responsible for providing bathrooms, wash stations, water and power, if needed, for the duration of Services. The City shall not provide access to sanitation facilities.

8. HYDRANT ACCESS

Contractor shall eliminate or reduce the discharge of pollutants from Service-related activities and comply with the requirements of Santa Clara Valley Urban Runoff Pollution Prevention Program's Construction Site Control. Best Management Practice Plan Sheet along with other related documents can be found at https://scvurppp.org/construction-site-control/.
To manage dust relating to the movement of dirt or to clean tires, the Contractor may coordinate with the Water and Sewer Department at (408) 615-2000 to obtain a hydrant meter. Contractor shall be responsible for paying all applicable fees.

9. UTILITIES

Contractor shall be responsible to verify the location of all existing utilities with the appropriate utility agencies prior to commencement of Services and perform Services in a manner that appropriately protects existing utilities. Contractor shall notify all public and private utility owners 48 hours prior to commencement of Services adjacent to the utility, and shall contract Underground Service Alert ("USA") at 811 or 800-227-2600.

10. PRE-EXISTING CONDITIONS VIDEO

Prior to providing any Services, Contractor shall provide a high-quality Pre-Existing Conditions video ("Video") of the extent of the proposed work areas and shall provide a copy to the City for their records. No work shall begin until the City's acceptance of the Video. The purpose of the Video is to provide the City with a visual record of the pre-existing conditions of the work areas.

During Video recording, the recorder shall narrate video explaining what is being shown, the time of day, and the name of the project site being recorded. The video recorder shall take special efforts to point out and provide audio commentary pertaining to damage to existing features.

Video shall show the work areas during clear weather conditions with clear visibility, avoiding harsh shadows, during daylight hours. The Video shall be provided to the City's representative in the form of an unedited digital file, in color, at a minimum

resolution of 1920x1080, at a minimum frame rate of 24 fps, provided on a USB Thumb Drive and labeled with the job name and project number.

11. WORK SEQUENCE

The Contractor shall prepare and submit a phasing plan identifying the sequence of Services and traffic control needed to complete the Services. The staging and phasing plan shall be subject to review and approval by the city, prior to the start of services.

12. OUTCOMES & DELIVERABLES

Successful completion of the Services shall result in the following measurable outcomes:

12.1. Complete restoration of the field profile such that the exposed root zone depth for Field 1 and Field 3 is increased from approximately 1.5 inches of exposed sand profile to approximately six inches, subject to existing field conditions.

12.2. Removal of thatch and organic accumulation sufficient to return the finished field grade to the original fibrous sand root zone.

12.3. A uniform, stable, and properly graded playing surface prepared to receive subsequent turf replacement work.

12.4. Improved field performance characteristics, including substantially improved drainage rates, more consistent surface grading, and reduced organic accumulation that contributes to field compaction and maintenance challenges.

12.5. Contractor shall notify P&R upon completion of Services and participate in a joint field inspection with City representative to confirm completion of Services and readiness to complete subsequent Field Improvement Work.

12.6. Any areas not meeting specified outcomes shall be reworked by Contractor at no additional cost to the City prior to final acceptance.

EXHIBIT A-1 - FIELD IMAGES

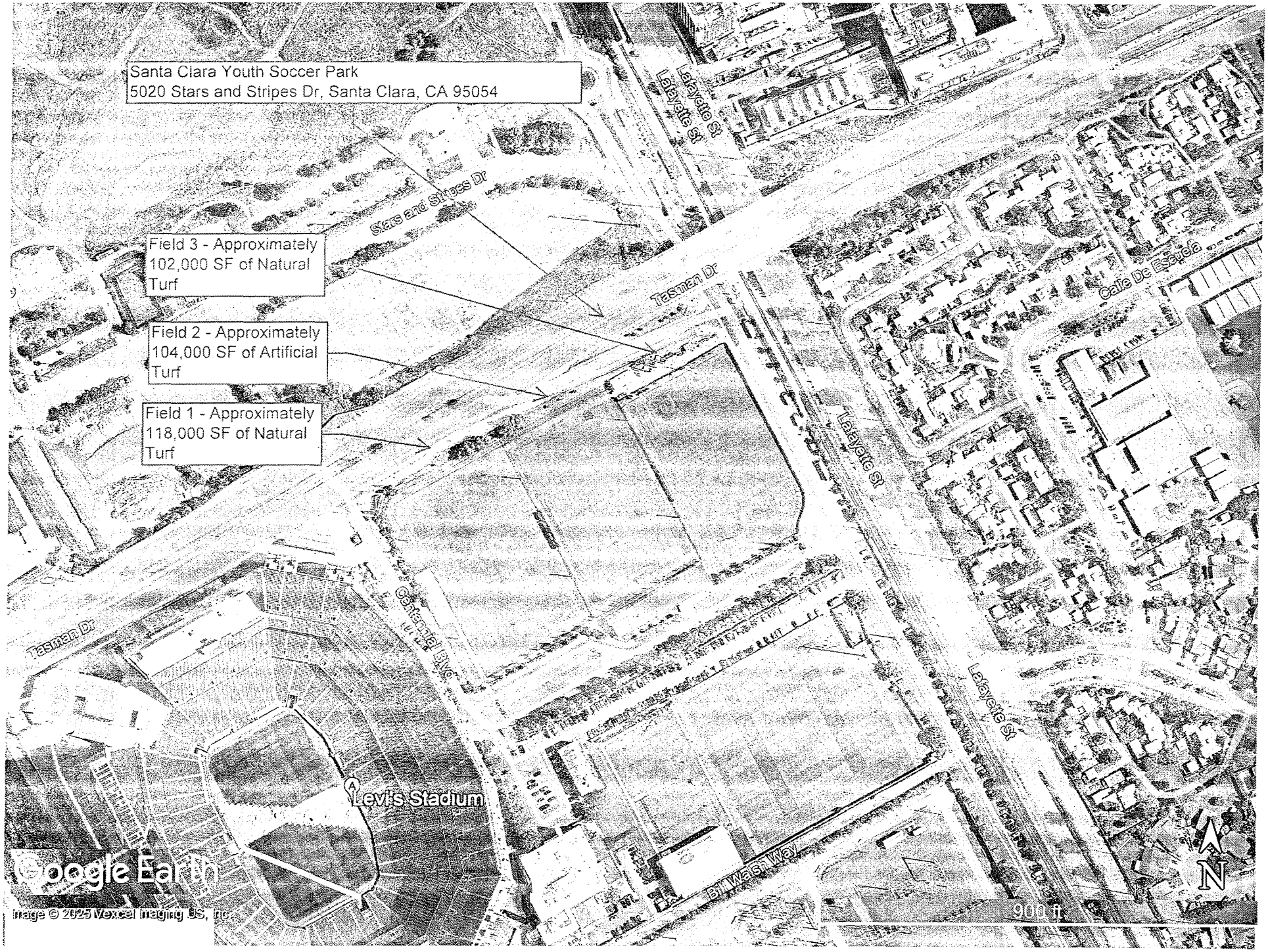


EXHIBIT B
FEE SCHEDULE

1. FEES

The City shall compensate Contractor for the successful performance of Services according to the rates below.

Item	Size	Cost Per Sq Ft	Total
Field #1	114,000	$2.588	$295,032.00
Field #3	104,000	$2.588	$269,152.00
		Total Not-To-Exceed Cost	**$584,184.00**

2. PAYMENT

2.1. Payment for the Services under this Agreement shall be made on a milestone basis as further described below and subject to review, inspection, and written acceptance by the City.

2.2. The City's review, inspection, and acceptance of completed Services shall include the following, as applicable to each payment milestone:

2.2.1. Completion of a site visit with Contractor and City to inspect completed work and test systems.

2.2.2. Contractor's submission and the City's review and approval of all project record documents

2.2.3. Contractor's completion of all punch list work to the satisfaction of the City.

2.2.4. Contractor's completion of all necessary instructional training sessions to City staff.

2.2.5. The City shall not unreasonably withhold acceptance or delay scheduling a site visit for the purpose of inspecting completed work and testing systems. City and Contractor will work in good faith to timely schedule the site visit to inspect completed work and test systems.

2.3. PAYMENT MILESTONES

Milestone	Amount Due
Completion and acceptance of Services for Field #1	40% of Total Contract Amount
Completion and acceptance of Services for Field #3	40% of Total Contract Amount
Final acceptance and project close-out, including completion of Field Improvement Work, all clean-up and removal of all equipment and materials	20% of Total Contract Amount

2.4. The City shall have no obligation to make payment for the Services until such completion and acceptance has occurred, regardless of the date on which the Services described herein were performed.

2.5. Contractor expressly waives any claim for early payment, interest, penalties, delay damages, or additional compensation arising from the City's withholding of payment pursuant to this provision.

3. CHANGE ORDERS

3.1. Any changes to the scope of Services must be authorized in advance by a written change order approved by the City. Contractor shall submit a detailed written proposal, including scope, schedule impacts, and cost, for the City's review and approval prior to commencing any changed work.

3.2. Compensation for approved change orders shall be based on Contractor's submitted quote and may be subject to negotiation and agreement by the City. Any increase in total compensation under this Agreement shall require a formal written amendment executed by both parties.

3.3. Delays caused by either the Contractor or the City shall not constitute grounds for a change order or additional compensation. Change orders shall be limited to unforeseen conditions that could not have been reasonably identified during the existing conditions assessment.

4. INVOICING

4.1. Upon completion of each milestone identified in Section 2 above, Contractor shall submit an invoice to the City in a format approved by the City and subject to verification by the City.

4.2. City shall pay Contractor within thirty (30) days of receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, 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:

   $3,000,000 Each occurrence
   $3,000,000 General Aggregate
   $3,000,000 Products/Completed Operations Aggregate
   $3,000,000 Personal Injury
   $3,000,000 Project Aggregate

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 five million dollars ($2,000,000) 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. POLLUTION LIABILITY

Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars ($1,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean–up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor shall use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. Products/completed operations coverage shall extend a minimum of three (3) years after project completion.

3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.

4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.

5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

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. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. 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.

5. 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 Document 00820.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.

2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies shall be in effect during requested additional period of time.

3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City shall negotiate in good faith additional compensation proportional to the increased benefit to City.

4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in

compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.

5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.

6. 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 shall be submitted to City for review.

7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.

8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.

9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services shall be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.

10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.

11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.

12. 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.

13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.

14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its

equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and

related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

26-599 **Agenda Date: 5/26/2026**

REPORT TO CITY COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

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

BACKGROUND

On February 3, 2026, the Santa Clara City Council unanimously established Council Policy 056, Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes, which prohibits the use of City-owned or City-controlled parking lots, garages, open space, or other facilities as a "Staging Area," "Processing Location," or "Operations Base" for civil immigration enforcement purposes. The City Council also approved a statement on behalf of the City of Santa Clara that was shared on the city website and social media handles.

The adoption of Resolution 26-9533 establishing Policy 056 occurred five days prior to the City hosting Super Bowl LX. Due to the limited implementation timeline, certain components of Policy 056 would be implemented prior to the Super Bowl, with a subsequent update on policy implementation to be provided in advance of FIFA World Cup matches. The action taken by Council included the following direction:

(1) Implement Policy 056 immediately (with the understanding, given the short amount of time before Super Bowl LX, and the need to coordinate with Stadium Manager, full implementation of the policy would be limited)
(2) Staff to provide a report at a public meeting prior to FIFA World Cup matches on the implementation of the policy and any recommended changes.
(3) Modify Section B.4 of the City Council Policy to provide training and reporting procedures for City employees.

DISCUSSION

This report presents staff's implementation update for City Council Policy 056 -- Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes.

(1) Implementation Prior to SBLX:
The following implementation of the policy was completed before Super Bowl LX:

1. Signage (Identify City-owned and City-Controlled properties, Properties with Barriers to Limit Access, and Post Signage)
   - Staff undertook quick efforts to implement Council Policy 056 across City-owned and controlled properties. This included a detailed review of City-owned and City-controlled properties surrounding Levi's® Stadium (Stadium), including a review of

properties with physical barriers that could be used to limit access to the properties.

The City identified fifteen (15) public facilities and parks as potential Staging Areas, Processing Locations, or Operations Bases. These sites include Agnew Historic Cemetery and Museum, Agnew Park, Fairway Glen Park, Fuller Street Park, Live Oak Park, Meadow Park, Montague Park and Aquatic Center, Youth Soccer Park, Thamien Park, Ulistac Natural Area, Calle de Luna Park, Calle de Mundo Park, Lick Mill Park, and the Northside Branch Library.

In parallel, staff developed an inventory of City-Controlled properties, identifying a total of five sites near the stadium. To ensure awareness and coordination, notification letters were issued to applicable leaseholders on February 6, 2026, outlining the City's policy requirements. With respect to Levi's® Stadium, the facility was under lease to the Forty Niners SC Stadium Company (StadCo) during the Super Bowl period and therefore not under direct City control; however, the City provided StadCo with formal notification of the policy.

To reinforce policy compliance, staff also developed standardized signage clearly communicating allowable uses of City-owned properties. Following finalization of the messaging, staff coordinated the fabrication and installation of signage at the fifteen (15) identified City-owned sites located north of Highway 101, completing installation prior to February 8, 2026.

Since February 9, 2026, the City has installed signage at all City parks, the Santa Clara Convention Center, the Yellow Lot Parking structure, and is working with the Stadium Manager to have signage installed before the FIFA World Cup matches at the Stadium. Signage at parking lots (not associated with a park or library) or other city facilities that are public-facing will be posted before June 13, 2026.

2. City Employee Procedure Policy and Training

- The City has developed a City Manager's Directive (CMD) and is currently coordinating with the City Attorney's Office to finalize the directive. Portions of the CMD are modeled after San Jose's Safe Site protocols. The CMD establishes procedures for staff related to the implementation of the policy and guidance for responding to contact from immigration agent(s). It defines the roles and responsibilities of staff and supervisors, including incident reporting protocols.

  The directive is intended to ensure staff are informed, equipped to respond appropriately to potential policy violations, and maintain employee and resident safety. The CMD also clarifies that while staff may verbally object to the use of City property for immigration enforcement activities, they are not to physically intervene with or obstruct immigration agent(s). Additionally, the CMD reaffirms that the Policy does not prohibit the City from complying with valid federal warrants, subpoenas, or court orders.

  The CMD outlines that employees should limit interactions with immigration agent (s). Should a city employee observe or suspect use of city properties for immigration

enforcement, the employee is instructed to inform their supervisor, the Person In Charge at the facility/site.

Supervisors are provided with protocols on how to interact with immigration agent (s), guidance on what to ask for, and what types of documentation allow for entry into Employee Only areas. Supervisors are required to submit an Incident Report within 24 hours of the incident. The CMD also includes notification protocols for informing the City Manager's Office and City Council of confirmed immigration enforcement incidents. Staff has also developed an Incident Report form specific to reporting on Policy 056 violations.

Staff is currently developing a training program for City employees that will cover the protocols and procedures outlined in the CMD. The training will be implemented in two phases. Phase One will prioritize front-line employees who regularly interact with the public at City facilities, with completion targeted by June 13, 2026. Training for all remaining employees will be conducted throughout June 2026.

3. Future Agreements
   - City Attorney's office is in the process of developing standardized language that will be included in future leases, licenses, and operation agreements, and amendments to existing agreements, in order to implement Policy 056 on City-owned or controlled properties.

4. Support for Private Property Owners/Businesses and Residents
   - Signage

The City developed standardized signage that may be voluntarily used by private property owners, businesses, and landowners to communicate enforcement-free zones. This signage was designed to provide clear, consistent messaging.

To ensure accessibility, the signage templates have been made available on the City's website as part of the policy resource page, **"Know Your Rights and Enforcement-Free Zones | City of Santa Clara."** This online resource enables property owners to easily download and display the signage.

Staff have taken additional proactive steps to engage and inform Santa Clara businesses regarding the implementation of Policy 056. Outreach efforts included the distribution of an informational email to local businesses outlining the adopted policy, sharing the City's dedicated resource webpage, and providing links to relevant local and community resources.

- Know Your Rights Materials

The City has developed a dedicated webpage that provides comprehensive information on Council Policy 056, including an overview of the policy, existing laws in California regarding immigration enforcement, guidance on immigrant rights, a direct link to the Santa Clara County office of Immigration Relations website and a Frequently Asked Questions about the policy. This centralized platform is intended to improve public access to accurate information and support community awareness.

To further enhance outreach, the City has distributed "Know Your Rights" Red Cards at all public-facing City facilities, ensuring that residents have readily available, easy-to-understand information regarding their rights.

- Additional Efforts:

The City is also working with the Immigrant Protect and Empowerment Network (IPEN) to bring resources to local businesses. IPEN works with its partner, Working Partnerships USA, which provides an Employer Engagement program, hosting in-person training sessions for business owners and sharing resources and information on how to prepare for immigration raids and federal agents visiting the workplace. The City is collaborating with the Silicon Valley Chamber of Commerce to host an Employer Engagement session in June prior to FIFA World Cup.

(2) Provide a report at a Public Meeting

a. This report and the presentation at the May 19 meeting is intended to stratify the City Council request to provide a summary report in implementation of Policy 056. Staff does not recommend any changes to the policy at this time.

Additionally, as the Santa Clara Police Department is the lead agency managing public safety efforts for the Super Bowl, the Department provided the following feedback regarding the impacts of implementing Policy 056 during Super Bowl LX:

The Police Department does not engage in civil immigration enforcement, consistent with state law (including the California Values Act) and long-standing departmental practice.

Policy 056 did not result in any substantive change to police operations during the Super Bowl.

The timing of the policy's adoption, immediately prior to a major global event, introduced additional complexity in public messaging and contributed to heightened public concern and protest activity, which required adjustments to our crowd management posture.

b. Information regarding data sharing policies

- As a SEAR 1 (Special Event Assessment Rating) event, as designated by the US Department of Homeland Security, federal interagency support was integral to public safety operations for Super Bowl LX (SBLX), an event of national/international importance. Collaboration and information sharing were limited to coordinated public safety efforts and criminal threat prevention. This included joint planning, real-time situational awareness, resource deployment strategies and staffing, and unified incident response protocols to ensure a safe and secure environment for the public. The interagency support was effective and efficient in achieving our public safety mission.

As noted below, the Police Department does not engage in civil immigration

enforcement. No such enforcement occurred at SBLX, nor at related SBLX operations.

c. Opportunities for updates or refinements to City Council Policy 056

- The City is currently implementing Policy 056 and collaborating with IPEN to ensure alignment with current best practices and approaches that best serve the needs of Santa Clara. Through this partnership, staff will continue to evaluate opportunities to refine and enhance the City's policy framework. IPEN has expressed support for Santa Clara's adoption of the policy and has indicated that the City's website is being used as a reference for other jurisdictions.

(3) Modify Section of B.4 of the City Council Policy to provide training and reporting procedures for City employees

- No modifications to Section of B.4 of the City Council Policy are recommended. Training and reporting procedures for City employees will be outlined in the draft City Manager's Directive (CMD), which will be finalized prior to June 13 and modified as needed in the future.

The following are the remaining portions of the policy that need to be implemented:

- Finalize posting of signage before June 13, 2026, at City parking lots.
- Finalize the City Manager's Directive (Employee policy implementation procedure and training).
- Finalize and deliver training for City employees.
- Coordinate with IPEN and Silicon Valley Chamber of Commerce & Innovation for an Employee Training/Engagement session in Santa Clara.

In addition, the City has executed a Memorandum of Understanding with Silicon Valley Office of Protocol and is currently working with them in anticipation of the upcoming FIFA World Cup. The City has met with representatives from several countries and addressed their concerns about the safety of their citizens. The Silicon Valley Office of Protocol is evaluating the establishment of temporary Embassy services in partnership with countries whose teams are playing matches at the Stadium. The goal is to provide a centralized access point for individuals seeking support or services from their country's diplomatic representatives.

FISCAL IMPACT

Implementation of the policy has fiscal impacts, including the cost to fabricate and post the signage at City-owned and City-controlled properties. Additional costs include administrative costs for staff time to develop the CMD, develop training, and provide training.

COORDINATION

This report was coordinated between the City Manager's Office 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

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

Reviewed by: Paulina Morales, Assistant City Manager
Approved by: Jovan Grogan, City Manager

26-360 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

Since opening in 2014, Levi's® Stadium (Stadium) has hosted numerous large-scale events attracting statewide, national, and international audiences, including Super Bowl 50 in 2016 and the College Football Playoff National Championship in 2019. To support public health, safety, mobility management, and event operations during high-attendance events, the City has historically implemented temporary "Special Event Zone" regulations addressing emergency access, crowd management, temporary commercial activity, and related operational needs. These measures have also assisted in reducing congestion and unlawful activity, including unpermitted vending and counterfeit merchandising.

On December 16, 2025, the City Council adopted 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" (Special Event Zone Ordinance) (Attachment 1). The Special Event Zone Ordinance established a framework authorizing the City Council to designate, by separate resolution, future "Special Events", a "Special Event Zone" for such designated Special Events, and a "Special Event Time Period" during which the Special Event Zone Ordinance regulations will apply within the Special Event Zone. The Special Event Zone Ordinance specifically identifies FIFA World Cup 2026 as a Special Event. The City must now adopt a resolution to designate the Special Event Zone and Special Event Time Period for FIFA World Cup 2026.

The Special Event Zone Ordinance establishes temporary regulations applicable only during the City Council approved designated Special Event Time Period and only within the Council-approved Special Event Zone. The Special Event Zone regulations include:

- **Pause on Sidewalk Vending Permits:** Sidewalk vending permits issued under Santa Clara City Code Chapter 5.05 are temporarily paused for approved locations within the Special Event Zone, while permits remain valid for approved locations outside the Special Event Zone.
- **Restrictions on Outdoor Food and Beverage Sales:** Outdoor food and beverage sales visible from public streets, sidewalks, or rights-of-way are prohibited, except for properly permitted businesses operating in the ordinary course at approved locations.
- **Restrictions on Outdoor Merchandise Sales:** Outdoor sale or distribution of merchandise visible from public areas is prohibited, except where conducted by properly permitted businesses operating in the ordinary course at approved locations.

- **Prohibition on Mobile Unit Commercial Vending:** Commercial vending from mobile units, including trucks, trailers, carts, bicycles, or other wheeled conveyances not permanently affixed to a foundation, is prohibited.
- **Restrictions on Promotional Giveaways and Sampling:** Distribution of free products, commercial services, coupons, or promotional materials in public areas is prohibited, with a limited exception for certain coupon distribution occurring on private property in direct support of a business operating within an enclosed building.
- **Prohibition on Mobile Advertising Displays:** Mobile advertising displays and promotional signage attached to mobile units or portable devices are prohibited, while ordinary-course advertising on buses, taxis, and delivery vehicles remains permitted.
- **Permit Requirement for Temporary Structures:** Temporary structures, including tents, canopies, umbrellas, inflatables, and similar installations on non-residential property, require City approval through a Temporary Use Permit.

The Ordinance also preserves existing City, State, and Federal requirements and relies on existing administrative enforcement mechanisms to support implementation and compliance.

Levi's® Stadium is scheduled to host FIFA World Cup 2026 matches in June and July 2026. In preparation for these internationally significant events, staff now recommends adoption of a resolution designating a FIFA World Cup 2026 Special Event Zone and activation period pursuant to the Special Event Zone Ordinance.

The Assignment and Assumption Agreement between the City and FIFA (Agreement) contemplates City Council consideration and potential adoption of a Special Event Zone ordinance and related implementing actions to support FIFA World Cup 2026 operations at Levi's® Stadium. While the FIFA Agreement does not require the City Council to adopt a Special Event Zone or related resolution and the City Council retains sole discretion regarding such action, the Agreement recognizes that temporary event-related regulations may be considered to support public safety, mobility management, security operations, crowd management, and other logistical needs associated with FIFA World Cup 2026. Adoption of a Special Event Zone resolution establishing a defined time period and geographic boundary supports operational planning and coordination among the City, Stadium operators, FIFA event partners, and public safety agencies in preparation for the event.

Consistent with prior City Council direction and informed by operational planning to date, staff recommends use of the smaller geographic boundary for FIFA World Cup 2026. At this time, staff anticipates that FIFA-related impacts may be more concentrated in and immediately around the Stadium area and may involve a smaller operational and security footprint than Super Bowl LX, thereby supporting a more focused and tailored Special Event Zone.

DISCUSSION

Purpose of the FIFA World Cup 2026 Resolution

The adopted Special Event Zone Ordinance establishes temporary regulations applicable only during designated event periods and only within specifically adopted geographic areas. Adoption of the proposed resolution would formally designate:

- The FIFA World Cup 2026 Special Event Time Period, from June 12, 2026 at 8:00 PM through

July 2, 2026 at 6:00AM, consistent with the dates previously contemplated in the ordinance materials, to account for event preparation, match operations, ingress and egress activity, and event demobilization; and

- The FIFA World Cup 2026 Special Event Zone boundary, consisting of a more limited geographic area focused on the Stadium and adjacent circulation corridors.

The resolution does not establish new regulations or amend the adopted Special Event Zone Ordinance. Rather, it activates the Ordinance's existing temporary Special Event Zone requirements for FIFA World Cup 2026 within the designated time period and boundary.

Super Bowl LX Activities and Operational Impacts
Super Bowl LX (SBLX) provided the City with an opportunity to evaluate the effectiveness of Special Event Zone Ordinance and observe real-world impacts associated with large-scale event activity at and around Levi's® Stadium. Based on field observations and interdepartmental coordination, staff found that the most significant operational, mobility, and public safety impacts were concentrated in the immediate vicinity of the Stadium, particularly along primary ingress and egress corridors used by attendees before and after the event.

During event egress, substantial pedestrian volumes were observed along designated exit routes, with congestion occurring in areas where unpermitted temporary vending and informal commercial activity intersected with pedestrian circulation. While the number of vendors observed was generally consistent with prior major events, staff found that simplified ordinance language and clearer public messaging improved operational understanding and enforcement coordination. City staff observed that event-related impacts diminished farther from the Stadium, and areas beyond the immediate Stadium environment generally did not experience comparable operational or public safety concerns with the primary unpermitted activities occurring on Great America Parkway and Tasman.

The City also observed attempts to distribute materials and promotional items in areas surrounding the Stadium. In one instance, a group sought to distribute rally towels, which event operators did not permit within the Stadium venue. These activities highlighted the importance of maintaining clear standards regarding the distribution of materials and promotional items in areas immediately surrounding the event footprint to avoid congestion and preserve safe pedestrian movement. The Special Event Zone Ordinance's prohibition on the distribution of giveaways and promotion items provided an effective enforcement mechanism to address this activity, enabling staff to intervene promptly, reduce potential pedestrian conflicts, and reinforce orderly event operations within high-traffic areas surrounding the Stadium.

Enforcement of the Special Event Zone Ordinance during Super Bowl LX was coordinated through partnered field teams that included Code Enforcement, Police, and event partners. Partnered enforcement efforts helped clarify expectations and address operational issues in real time.

Code Enforcement staff reported high voluntary compliance using the Special Event Zone Ordinance as an enforcement and education tool. Four notices of violation were issued for unpermitted signage and during event operations, approximately three food vendors and fourteen merchandise vendors were directed to cease operations or relocate, with voluntary compliance achieved following staff engagement. During post-event egress, unpermitted hot dog vending activity became more prevalent along key pedestrian corridors, at times impeding crowd movement and pedestrian circulation as

attendees exited the Stadium. The Special Event Zone Ordinance continues to serve as a critical enforcement and educational tool in addressing this activity; during multi-day events, its consistent application reinforces compliance expectations, serves as an ongoing reminder of regulatory requirements, and acts as a deterrent to recurring unpermitted vending.

Overall, observations from Super Bowl LX reinforced that the most substantial event-related operational impacts occur in and around Levi's® Stadium and along immediate circulation routes in particular on the routes on Great America Parkway as visitors' ingress and egress from the event. These experiences informed staff's recommendation for a more focused FIFA World Cup 2026 Special Event Zone boundary, emphasizing the Stadium area, key ingress and egress corridors, and locations with demonstrated pedestrian and operational impacts while minimizing temporary restrictions in areas farther from the Stadium where impacts were more limited.

FIFA World Cup 2026 Event Impacts and Operational Considerations
The FIFA World Cup is anticipated to generate significant visitor activity at and around Levi's® Stadium, including large pedestrian volumes, credentialed access operations, transit activity, rideshare demand, and heightened security coordination. Similar to other international sporting events, operational needs are expected to include temporary security screening, crowd-management infrastructure, media operations, wayfinding systems, temporary fencing, hospitality functions, and coordinated emergency access planning.

In addition, City staff have observed that international sporting events and matches historically generate increased levels of informal and unpermitted vending activity, including earlier vendor arrival and setup in advance of the game. This creates heightened operational and enforcement demands within key pedestrian corridors and surrounding circulation areas.

At present, FIFA operational planning indicates that many event impacts are expected to be concentrated closer to the Stadium and immediate transportation corridors than those anticipated during Super Bowl LX. Staff anticipates that activity levels immediately surrounding the Stadium may intensify during FIFA match periods due to increased pedestrian concentrations, international attendance patterns, and the anticipated presence of vendors associated with these events.

In addition, FIFA World Cup and other international soccer matches often generate organized and spontaneous "fan marches" or supporter gatherings, in which groups of spectators travel together from hotels, transit hubs, entertainment areas, or informal gathering locations toward venues, displaying team colors, flags, chants, and musical instruments. While generally celebratory, these activities can create temporary pedestrian concentrations, roadway crossings, localized congestion, and operational impacts affecting ingress and egress routes, transit access, rideshare operations, and emergency access near Levi's® Stadium. These gatherings may also attract increased informal commercial activity, including vendors seeking to capitalize on concentrated crowds through sales of food, beverages, merchandise, promotional items, or counterfeit goods along supporter routes and gathering areas, creating secondary impacts to pedestrian circulation and crowd management that require coordinated operational planning and enforcement. City staff is currently evaluating strategies to proactively manage fan marches through the identification of designated gathering areas and preferred travel routes intended to minimize impacts to public safety, pedestrian circulation, traffic operations, and emergency access, including potential routes east and west of Tasman Drive. The Special Event Zone Ordinance will serve as an important tool in supporting these management efforts by establishing clear operational boundaries, limiting unpermitted vending, material

distribution, and unpermitted commercial activity along these corridors.

The recommended Map boundary reflects this anticipated operational profile by focusing primarily on:

- Levi's® Stadium and its immediate surroundings;
- Key ingress and egress routes along Great America Parkway, Tasman Drive, Lafayette Street, and Lickmill Drive are necessary for pedestrian movement and emergency access;
- Transit, shuttle, rideshare, and circulation corridors supporting match-day operations; and
- Areas expected to experience concentrated pedestrian activity, temporary security controls, and event-related operational demands, including the areas surrounding the Stadium on Tasman Drive and Great America Parkway.

The recommended boundary is intended to maintain safe and orderly pedestrian circulation, preserve emergency response access, reduce conflicts associated with unpermitted outdoor commercial activity, and support predictable event operations while minimizing temporary impacts on surrounding neighborhoods and businesses farther from the Stadium.

While FIFA operational planning continues to evolve, adoption of the proposed resolution would establish a clear and transparent regulatory framework in advance of the event period, allowing for public communication, coordinated enforcement, and operational preparedness consistent with prior major-event practices in Santa Clara.

Special Event Zone Time Period
Consistent with prior Council materials, staff recommends designation of the following activation period:

- FIFA World Cup 2026: June 12, 2026 at 8:00 PM through July 2, 2026 at 6:00 AM, reflecting an approximately twenty-day operational period necessary to accommodate pre-event preparations, event operations, crowd management, ingress and egress activity, vendor activity, temporary security operations, and post-event demobilization associated with multiple FIFA World Cup matches hosted at Levi's® Stadium.

Staff further recommends a continuous activation period due to the close proximity of match dates and the operational challenges of repeatedly activating and deactivating Special Event Zone regulations between games. Stadium operations teams have advised that vendors associated with international events frequently establish operations very early in advance of events. As such, a continuous Special Event Zone period is recommended to avoid enforcement gaps and operational inefficiencies that may arise if vendors establish locations during interim periods between matches, requiring repeated enforcement, removal, and re-establishment efforts across multiple event cycles. The continuous timeframe also provides greater clarity for residents, businesses, vendors, and enforcement personnel while supporting consistent and predictable event operations.

Special Event Zone Boundary
Staff recommends adopting the attached Map (Attachment C), the reduced-footprint Special Event Zone boundary previously evaluated by the City Council for SBLX.
Staff recommends adopting the attached map (Attachment C), which reflects the reduced-footprint Special Event Zone boundary previously evaluated by the City Council for SBLX. The original SBLX

boundary included areas encompassing the Rivermark Shopping Center and Oracle Campus neighborhoods. However, these areas did not experience significant event-related impacts during SBLX.

This Map was developed to provide a narrower and more targeted geographic footprint while maintaining the City's public health, safety, mobility, and operational objectives. The recommended boundary focuses primarily on:

- The immediate area surrounding Levi's® Stadium;
- Critical emergency response, transit, and circulation corridors; and
- Primary ingress and egress routes historically associated with high pedestrian and traffic volumes during major events.

The smaller boundary reflects the City's current understanding that FIFA-related activity may be more concentrated than Super Bowl LX and that a more limited perimeter can appropriately balance operational readiness with minimizing temporary impacts on residents and businesses. In addition, because the primary spectator entrance to the Stadium for FIFA World Cup is located on the west side, staff anticipates that the most significant event-related impacts, particularly traffic, pedestrian and vehicle circulation, and parking demand, will occur along the Great America Parkway and Tasman Drive corridors.

Community Outreach
Staff will continue implementation of a public communication and outreach strategy in advance of FIFA World Cup 2026, including:

- A dedicated Special Event Zone webpage with maps, FAQs, and updates;
- Notifications distributed through City communication channels, business associations, and community organizations;
- Coordination with nearby residential communities, stakeholder groups, and Stadium-related committees; and
- Opportunities for residents and businesses to receive updates and request additional information.

The goal of outreach efforts is to provide clear, transparent, and timely information regarding the temporary Special Event Zone requirements and anticipated operational impacts.

Next Steps
Following Council adoption of the Resolution, staff will proceed with implementation planning, community outreach, interdepartmental coordination, and event-specific operational preparations for FIFA World Cup 2026.

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) because 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 the action were considered a project under CEQA, it would be exempt pursuant to CEQA Guidelines section 15061(b)(3), because it can

be seen with certainty that there is no possibility that adoption of the Resolution would have a significant effect on the environment, given that it does not involve or authorize any construction or physical activity impacting the environment.

FISCAL IMPACT

There is no General Fund impact anticipated beyond staff time associated with implementation, outreach, coordination, and enforcement during the time-limited activation period.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and Community Development 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.

In addition, staff will continue community outreach efforts related to FIFA World Cup 2026 Special Event Zone operations through dedicated webpages, notifications, stakeholder coordination, and direct communications to affected parties.

RECOMMENDATION

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

Reviewed by: Elizabeth Klotz, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Ordinance
2. Resolution
3. Map

ORDINANCE NO. 2083

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

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");

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");

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;

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;

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WHEREAS, the Special Events will require extensive event load-in and load-out 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;

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;

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;

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;

WHEREAS, the Santa Clara City Code already prescribes regulations and restrictions to ensure smooth operations of Events at the Stadium, including local permit requirements and regulations for soliciting and peddling, signs, temporary short-term activities, and parades, races and block events;

WHEREAS, given increased security risks, increased number of people visiting the City to attend or participate in, and the large scale nature of Special Events, and related activities, the City has determined that it is within the public interest to adopt certain additional and temporary regulations ("Special Event Regulations") to mitigate and manage these risks consistent with City's interest in preserving the public's health, safety and welfare;

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;

WHEREAS, the Special Event Zone boundaries will be specific to each Special Event, and will generally align with the autonomous vehicle geofenced rideshare map, underscoring the need to preserve adequate traffic flow, avoid congestion, and maintain safe and orderly transportation operations during Special Events;

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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;

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;

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;

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;

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

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.

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.

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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 February 1, 2026, at 8:00 a.m. and shall expire on February 10, 2026 at 10:00 p.m. Other Special Event Time Periods, including FIFA World Cup 2026, shall be designated by the City Council by Resolution.

c. “Special Event Zone” shall mean with respect to Super Bowl LX 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, including for FIFA World Cup 2026 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 other permit authorized by the Santa Clara City Code.

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 other permit authorized by the Santa Clara City Code.

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.

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e. 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. This prohibition does not apply to distribution of coupons outside of an enclosed building, and wholly occurring within private property, where the distributions provides direct support for the business operating within the enclosed building upon which the property is located.

f. Prohibition on Mobile Advertising Displays. 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 the vehicle in the ordinary course of business, may travel within the Event Zone to pick up and drop off passengers and goods.

g. Permits for Temporary Structures. No temporary structure shall be constructed, placed, occupied or used (including, but not limited to, temporary location of tents, canopies, umbrellas and air supported, air-inflated and tensioned membranes) on non-residential property unless it is approved as an associated use with a Temporary Use Permit issued by the City pursuant to Santa Clara City Code Chapter 18.122.

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SECTION 4: Compliance with Existing Federal, State and Local Laws. Nothing in this Ordinance modifies requirements to comply with existing federal, state, and local laws. This includes but not limited to requirements to comply with state and federal laws related to sale or distribution of counterfeit merchandise. It also does not change requirements to comply with the City's local regulations, including but not limited to requirements to obtain permits for activities when required by the Santa Clara City Code.

SECTION 5: 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 Chapter 5.05.

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 Chapter 1.10. Each day that a violation is permitted to exist shall constitute a separate offense.

c. Other Enforcement Options. 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, local, 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 6: 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 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 7: 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 8: 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 9: Ordinance not codified. This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 10: 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."

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PASSED FOR THE PURPOSE OF PUBLICATION this 9TH day of DECEMBER, 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

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 16TH day of DECEMBER, 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

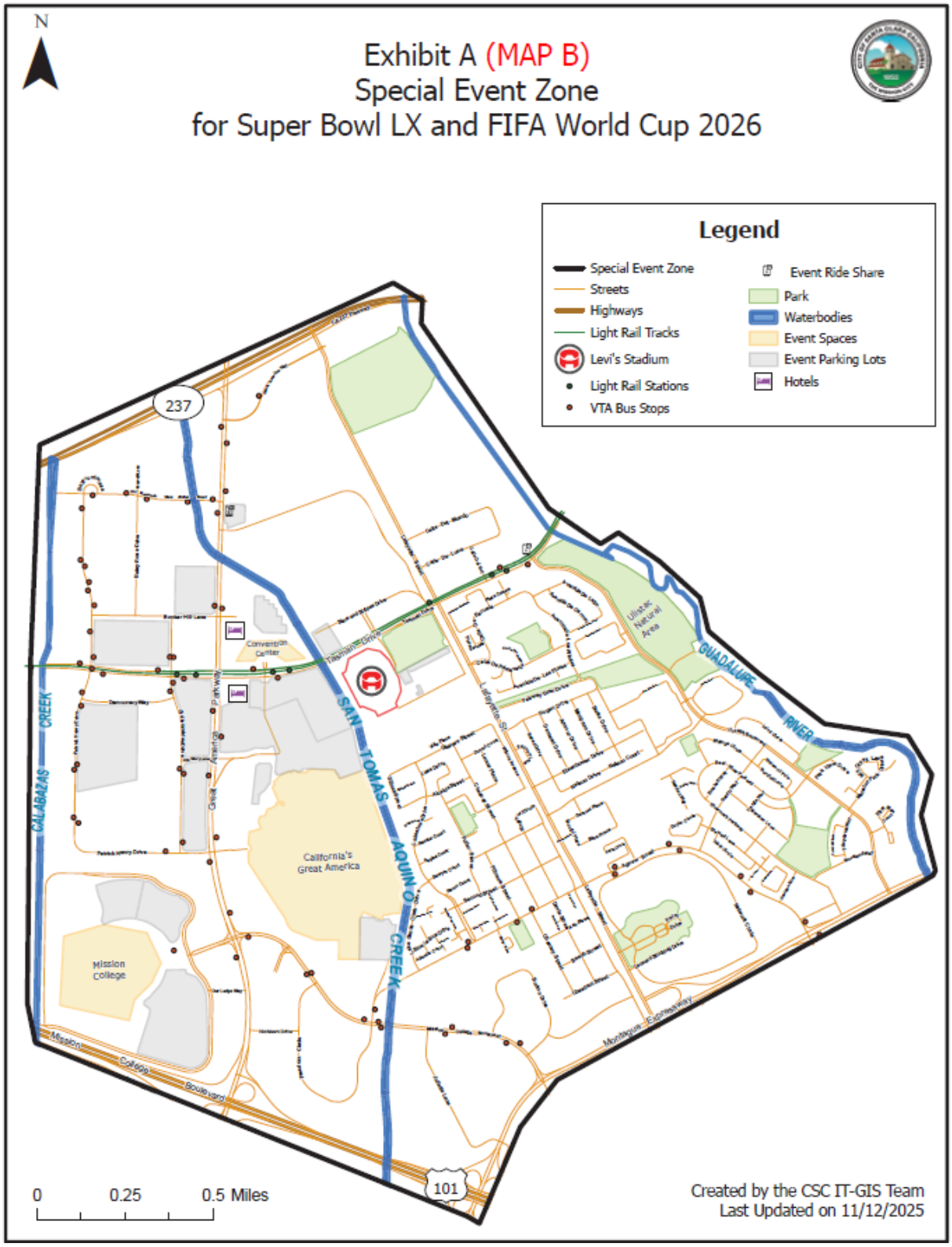
ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A - Special Event Zone for Super Bowl LX

EXHIBIT A
Special Event Zone for Super Bowl LX



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DESIGNATING THE FIFA WORLD CUP 2026 SPECIAL EVENT ZONE AND SPECIAL EVENT TIME PERIOD PURSUANT TO THE CITY'S SPECIAL EVENT ZONE ORDINANCE

WHEREAS, the City of Santa Clara ("City") is home to Levi's® Stadium ("Stadium"), which hosts nationally and internationally significant sporting and entertainment events that generate substantial pedestrian and vehicular activity, enhanced security operations, and increased regional visitation; and,

WHEREAS, on December 16, 2025**,** the City Council previously adopted 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" ("Special Event Zone Ordinance"), which authorizes the City Council to designate by resolution the following:

A. A "Special Event" defined to include events held at the Stadium which are expected to attract statewide, national and/or international interest, with increased potential for safety and security risks due to their large crowds, enhanced media attention, large number of high-profile attendees, and increased commercial and community activity at and around the Stadium;
B. The "Special Event Time Period" defined to include the time period leading up to and after a Special Event during which the Special Event Regulations as defined in the Special Event Zone Ordinance shall be in effect; and
C. The "Special Event Zone" defined to include that certain area surrounding the Stadium expected to be impacted by the conduct of the Special Event and any related activities thereby necessitating the imposition of the Special Event Zone Regulations;

WHEREAS, the Stadium is scheduled to host six FIFA World Cup 2026 matches and related activities from June 13, 2026, through July 1, 2026; and

WHEREAS, the Special Event Zone Ordinance specifically identifies FIFA World Cup 2026 as a Special Event; and,

WHEREAS, activities occurring in and around the Stadium during the Special Event may include fan marches, First Amendment-protected activities, unregulated vending, promotional or marketing activities, media operations, entertainment activations, rideshare and passenger pick-up/drop-off activity, informal gathering spaces, and other ancillary event-related activities (collectively, “Special Event Activities”);

WHERWAS, Special Event Activities require crowd management, credentialed access, temporary security infrastructure, emergency access coordination, media operations, transit activity, rideshare operations, and other related event-support in order to protect public health, safety, and welfare; preserve emergency access; support pedestrian and vehicular circulation; minimize conflicts associated with temporary commercial activity; and support coordinated public safety and event operations; and,

WHEREAS, based on operational planning and anticipated Special Event impacts, FIFA-related activities are expected to be concentrated primarily in and around the Stadium and adjacent circulation corridors as more particularly shown on **Exhibit A** (FIFA World Cup 2026 Special Event Zone Map) (“Special Event Zone”), which is incorporated into the resolution by this reference; and

WHEREAS, impacts to the Special Event Zone are expected to start on June 12, 2026, and end on July 2, 2026 as a result of the time it takes for event preparation, credentialing, temporary security operations set-up and removal, ingress and egress activity for Special Event Activity set-up and removal, match operations, crowd management, related event-support functions and Special Event demobilization; and

WHEREAS, continuous operation of Special Event-related management and enforcement measures throughout this period is necessary because of the short interval between matches, the operational challenges associated with repeatedly standing up and standing down

enforcement and event-support activities, and the expectation that vendors, promoters, and other event-related commercial operators may arrive and begin operations in advance of matches for staging, setup, and related activities, thereby requiring a consistent and coordinated operational approach to protect public health, safety, and welfare.

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

1. The City Council hereby finds that the above Recitals are true and correct and by these references incorporates them into and makes them a material part of this resolution .

2. The City Council finds that the appropriate Special Event Time Period for FIFA World Cup 2026 Special Event shall commence on June 12, 2026 at 8:00PM and expire on July 2, 2026 at 6:00AM and by this finding designates such time as the Special Event Time Period.3. The City Council hereby finds that the area shown on **Exhibit A** (FIFA World Cup 2026 Special Event Zone Map) identifies that certain area surrounding the Stadium expected to be impacted by the FIFA World Cup 2026 Special Event and Special Event Activities, and by these findings designate the area more particularly shown on **Exhibit A** as the Special Event Zone.

3. That the City Council finds that designation of the Special Event Zone and Special Event Time Period is necessary and appropriate to promote and protect public health, safety, and welfare; preserve emergency access and mobility; support orderly Stadium and related event operations; reduce pedestrian and vehicular conflicts; and provide a predictable and transparent framework for temporary event-related regulations during the FIFA World Cup 2026 Special Event.

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 SPECIAL MEETING THEREOF HELD ON THE 26 DAY OF MAY, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

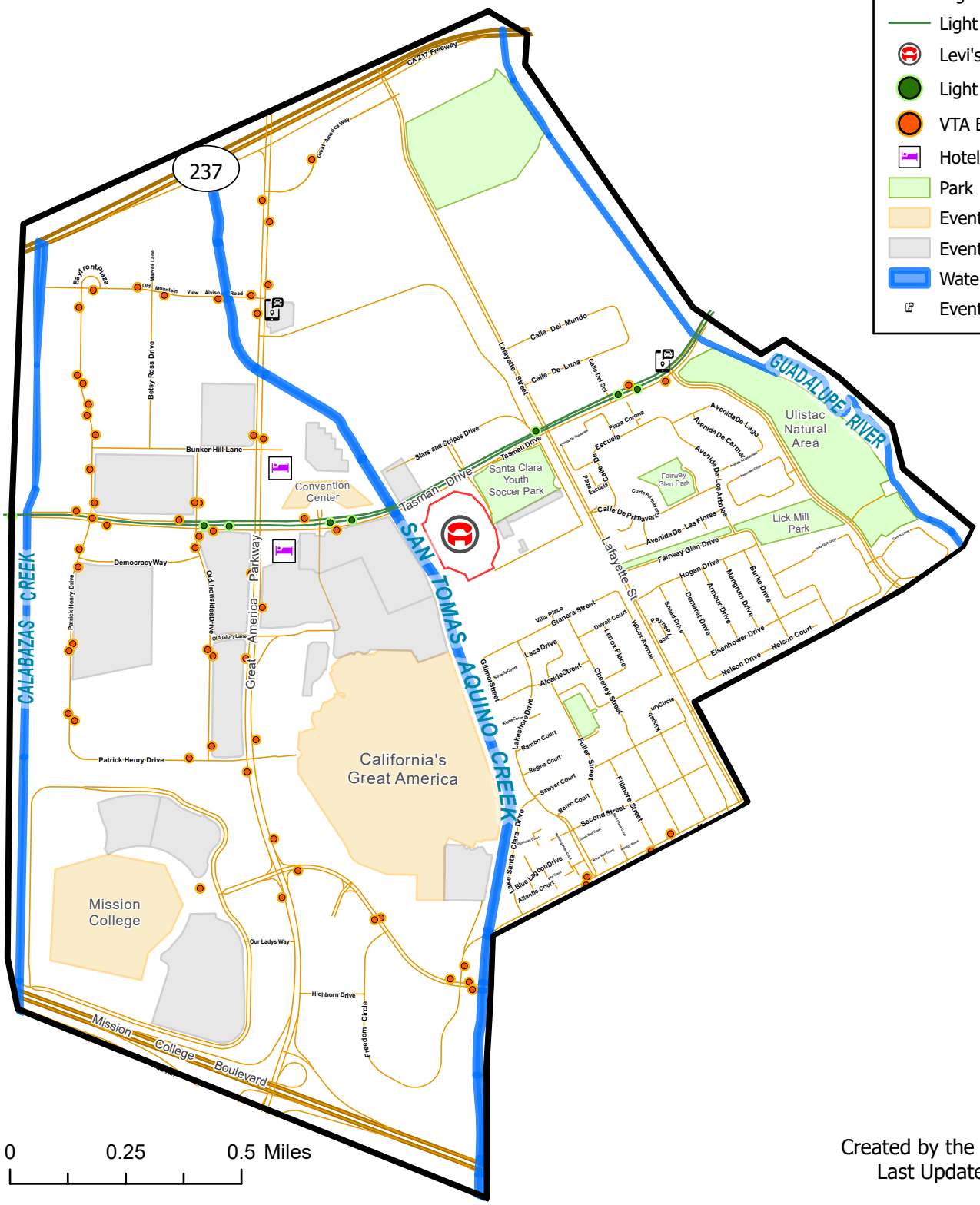
ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit A – FIFA World Cup 2026 Special Event Zone Map

Exhibit A
Special Event Zone
for Super Bowl LX and FIFA World Cup 2026



Legend

- Special Event Zone
- Streets
- Highways
- Light Rail Tracks
- Levi's Stadium
- Light Rail Stations
- VTA Bus Stops
- Hotels
- Park
- Event Spaces
- Event Parking Lots
- Waterbodies
- Event Ride Share

Created by the CSC IT-GIS Team
Last Updated on 12/02/2025

26-509 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT
Report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561

BACKGROUND
Effective January 1, 2025, Assembly Bill 2561 ("AB 2561") added Government Code section 3502.3 to the Meyers-Milias-Brown Act ("MMBA") - the body of law that governs collective bargaining and labor relations at the local government level. GC 3502.3 requires public agencies to present the status of vacancies, recruitment, and retention efforts before their governing body at least once per fiscal year. If the governing body is adopting an annual or multiyear budget, the presentation must be made prior to adoption of the final budget. Public agencies must identify obstacles in the hiring process.

Whenever the vacancy rate reached or exceeds 20% of the total number of authorized full-time positions within a single bargaining group, the law requires local government agencies to provide additional information on the number of job vacancies within the bargaining unit; the total number of applicants for the vacant positions within the bargaining unit the average number of days to complete the hiring process from when a position is posted; and opportunities to improve compensation and other working conditions.

DISCUSSION
The City of Santa Clara has eleven (11) bargaining units totaling approximately 1,194.5 Full Time Equivalents, or FTE's. This excludes the 9.0 elected official FTEs, 2.0 Council Appointee FTE's, and approximately 796 as-needed (or temporary part-time) employees. As positions are added to the budget or become vacant, the City prioritizes recruitments to fill vacancies.

Classified Positions
Classified positions make up approximately 82% of the FTE's within the workforce and are generally considered non-exempt hourly positions. The City of Santa Clara's classified positions are governed by the Civil Service Rules and Regulations (CSR) pursuant to the City Charter. CSR are interpreted uniformly and cover appointment, promotion, and discipline for the following bargaining units: the Santa Clara Firefighters IAFF Local 1171 (Unit 1), the Police Officers' Association (Unit 2), the International Brotherhood of Electrical Workers Local 1245 (Unit 3), the Engineers of the City of Santa Clara (Unit 4), the City of Santa Clara Employees Association (Units 5/7/8), the American Federation of State County and Municipal Employees Local 101 (Unit 6), and the Public Safety Non-Sworn Employees Association (Unit 10).

The classified recruitment process pursuant to the CRS consists of multiple steps to ensure appointment is based on merit and fitness. The hiring process involves administering an announced examination and applicant ranking which is included on an eligible list for consideration by the hiring

City Department. To ensure selection and consideration is based on merit and fitness, the CRS ensures a number of assessments, including but not limited to: any the following: confirming applicant(s) meet the minimum qualifications of the classification, consideration of whether applicants possess additional desirable qualifications, confirming applicant(s) possess required certificates or licenses, screening supplemental responses to the questions on the job announcement, written examination, performance examination, oral board interview(s), and City Department interview(s).

Once an eligible list is established, the eligible list is active for different durations, including 6 months for entry level Police Officers, 1 year for non-sworn positions, and 2 years for sworn-promotional positions in the Police Department. As positions become vacant for classified positions and if there is an active eligible list, Departments must refer to an existing eligible list for the classification, including conducting interviews. If candidates on the eligible list are determined as not viable for the position (including a candidate declining the interview or position with the department that has the vacancy), the City will need to wait until the eligible list expires or bring the request forward to the Civil Service Commission to abolish the list, unless it meets the threshold for an administrative abolishment (by requiring less than 5 names on the eligible list); accordingly, the department with the vacant position is precluded from hiring for such position outside of the eligible list. Only once the list has expired or is approved to be abolished (which the Civil Service Commission might not approve), a recruitment for the position may begin again; otherwise, it remains vacant.

Given the steps in the classified recruitment process to ensure selection and hiring is done based on merit and fitness under the CSR, a recruitment may take on average anywhere from 3 to 6 months from posting the job to extending an offer to an applicant. In some instances, the recruitment process may take longer if it is a specialized position and the applicant pool is small or not competitive, or requires a more intensive background process (typically required for positions in the Police Department), or requires additional steps in the recruitment process (such as written examination or performance examination).

It is worth noting that any changes made to the CSR, including revisions to the recruitment process, may be subject to meet and confer with each of the City's unions which represent classified employees.

Unclassified Positions

Unclassified positions are not governed by the CSR. These positions are considered at-will and the recruitment and hiring process does not include all of the steps required in the recruitment process for classified positions. Depending on the unclassified position recruitment, the classification may not require all of the assessment points in the classified position examination process. For example, in unclassified recruitments, there may only be an oral board interview. Additionally, when conducting recruitments for unclassified positions, the appointing authority has the discretion to determine the steps or phases of assessment and or to make a direct appointment into these positions. Bargaining units that are NOT covered under the CSR include the Unclassified Miscellaneous Management (Unit 9), Unclassified Police Management (Unit 9A), Unclassified Fire Management (Unit 9B), and Unclassified Electric Utility Management Employees Association (Unit 9E).

Recruitment Activity

Since the beginning of the current fiscal year (July 1, 2025 - May 11, 2026), the City filled approximately 204.0 positions as outlined in Table 1. This number is comprised of new hires and re-hires. In addition, the City has also hired/rehired approximately 166 As-needed positions.

As shown in the chart below, of the 204 positions filled, 133, or 65.1% of the recruitment for full time positions, were new hires. The Table below shows the City promoted approximately 71 employees in full-time positions since the beginning of the fiscal year. The City places an emphasis on developing, retaining and promoting internal employees as demonstrated by the 8.3% turnover rate. The promotion of a classified employee into an existing vacant position thus creates a vacancy in their former position, requiring the City, under the CSR, to conduct a new recruitment for the vacated position. Although the City has demonstrated the ability to develop internal employees and retain them within the organization, it does not contribute to the reduction of the Citywide vacancy rate.

Table 1: Summary of Recruitment Activity from July 1, 2025 - May 11, 2026

Bargaining Unit	New Hires/Rehires	Promotions	Total
Santa Clara Firefighters (Unit 1)	0	4	4
Police Officers' Association (Unit 2)	16	6	22
International Brotherhood of Electrical Workers (Unit 3)	12	0	12
Engineers of the City of Santa Clara (Unit 4)	8	5	13
City of Santa Clara Employees Association (Unit 578)	34	17	51
American Federation of State County and Municipal Employees (Unit 6)	22	16	38
Unclassified Misc. Management (Unit 9)	28	17	45
Unclassified Police Management (Unit 9A)	0	0	0
Unclassified Fire Management (Unit 9B)	0	3	3
Unclassified Electric Utility Management Employees Association (Unit 9E)	1	2	3
Public Safety Non-Sworn Employees Association (Unit 10)	12	1	13
Total	**133**	**71**	**204**

Vacancy Rate

Table 2 below displays the current vacancy rate by bargaining unit. The Citywide vacancy rate is approximately 12.26% as of May 11, 2026. At the start of FY 2025/26 the Citywide vacancy rate was approximately 15.65%.

For the FY 2025/26 budget, Council approved an additional 21.0 FTE's. During FY 2025/26, 6.0 FTE's were added totaling approximately 27.0 new vacant positions that must be recruited for in addition to those vacancies which previously existed. For FY 2026/27, the City is proposing to add 24.25 FTE's. With the addition of these new positions, it is anticipated the vacancy rate will rise to 14.09% at the beginning of the fiscal year to account for these new position additions.

The City's Human Resources Department (HR) is consistently working on recruitments in order to outpace attrition (separations by resignation, termination or retirements), keep up with the pace of the newly added positions in the workforce, and also fill as-needed positions which requires additional recruitment resources and staff time.

Table 2: Vacancy Rate by Bargaining Unit as of May 11, 2026

powered by Legistar™

Bargaining Unit	Budgeted FTE	Filled FTE	Vacant FTE	Approximate Vacancy Rate
Santa Clara Firefighters (Unit 1)	145	127	18	12.41%
Police Officers' Association (Unit 2)	147	139	8	5.44%
International Brotherhood of Electrical Workers (Unit 3)	89	78	11	12.36%
Engineers of the City of Santa Clara (Unit 4)	53	41	12	22.64%
City of Santa Clara Employees Association (Unit 578)	337.5	290.5	47	13.93%
American Federation of State County and Municipal Employees (Unit 6)	134	121	13	9.70%
Unclassified Misc. Management (Unit 9)	151	127	24	15.89%
Unclassified Police Management (Unit 9A)	5	5	0	0.00%
Unclassified Fire Management (Unit 9B)	11	11	0	0.00%
Unclassified Electric Utility Management Employees Association (Unit 9E)	50	44	6	12.00%
Public Safety Non-Sworn Employees Association (Unit 10)	72	62	10	13.89%
Elected and Appointed Positions	11	11	0	0.00%
Total	**1,205.5**	**1,056.5**	**149.0**	**12.36%**

One Bargaining Unit with Vacancy Rates of at Least 20%

As shown in Table 2, there is one bargaining unit with a vacancy rate of at least 20%, the Engineers of the City of Santa Clara (Unit 4). This is down from two bargaining units at the end of FY 2024/25.

It should be noted that, at the end of FY 2024/25, the Public Safety Non-Sworn Employees Association (Unit 10) had an approximate 20.00% vacancy rate. The Police and Human Resources Departments have been working expeditiously to fill vacancies in this work group and piloting different methods to streamline the recruitment process. Since the beginning of the fiscal year, the City has hired:

- 1.0 Fire Prevention Specialist I (Job Code 489),
- 1.0 Jail Service Officer (Job Code 353),
- 6.0 Police Records Specialist II (Job Code 643),
- 1.0 Public Safety Dispatcher I (Job Code 339), and

- 3.0 Public Safety Dispatcher II (Job Code 340).

As of May 11, 2026, the Unit 10 vacancy rate has been reduced to 13.89%.

Engineers of the City of Santa Clara (Unit 4):

As outlined in Table 2 above, the Engineers of the City of Santa Clara (Unit 4) have an approximate 22.64% vacancy rate as of May 11, 2026. This is down from 30.00% in June 2025.

In the current fiscal year, the City promoted:

- 1.0 to Associate Engineer (Job Code 321),
- 3.0 to Senior Engineer (Civil) (Job Code 322), and
- 1.0 to Senior Electrical Utility Engineer (Job Code 730).

Additionally, the City hired:

- 3.0 Associate Engineer (Job Code 321),
- 4.0 Electric Utility Engineer (Job Code 428), and
- 1.0 Senior Electric Utility Engineer (Job Code 730).

The City has also added approximately 8 FTEs in Unit 4 in the last two fiscal years:

- In FY 2024/25, Council approved the addition of 6.0 FTE's in Unit 4,
- In FY 2025/26, Council approved the addition of 2.0 FTE's in Unit 4.

In addition, the FY 2026/27 budget is proposing to add another 4.0 FTE's in Unit 4.

The addition of these positions, when added to existing vacancies, increased the vacancy rate for the bargaining unit; however, the departments and Human Resources have been working diligently to fill these positions.

As of May 11, 2026, 1.0 Associate Engineer (Civil) is scheduled to start with the City on May 26, 2026. Additionally, there is 1.0 Assistant Electric Utility Engineer, 1.0 Associate Engineer (Civil), and 1.0 Senior Civil Engineer that are in the conditional offer phase. With the addition of the new Unit 4 position adds and the candidates in the conditional offer phase, we anticipate the vacancy rate for Unit 4 will be at approximately 21.05% on July 1, 2026.

There are currently 12 engineering positions vacant. Given the competitiveness of the market, particularly with private sector companies for engineering positions, there have been challenges filling these positions. The current recruitment timeline for Unit 4 positions typically range from 4 - 8 months to complete given the specialization that typically comes with these positions as well as the generally limited candidate pools. In some instances, the City is regularly recruiting for the same engineering positions each year. As of May 11, 2026, the following classifications within Unit 4 are currently in recruitment: Assistant Electric Utility Engineer (1.0 FTE), Associate Engineer (2.0 FTE's), Electric Utility Engineer (3.0 FTE's), Senior Engineer (1.0 FTE),and Senior Electric Utility Engineer (4.0 FTE's).

The Assistant Electric Utility Engineer recruitment is a continuous recruitment and was posted to attract students preparing to graduate from college in Spring 2026. As of April 25, 2026, 197 applications have been received. The department is currently interviewing the top 13 candidates for this position to be ranked on the eligible list. One candidate is in the conditional offer stage. Since this is a continuous recruitment, the department will regularly go back to review candidates from the candidate group in order to interview for placement on the eligible list. The department may also elect to underfill current vacancies at the Electric Utility Engineer level with this position in order to train candidates up for future promotional opportunities.

The Associate Engineer recruitment yielded a total of 40 applications, of which 15 candidates were placed on the eligible list. One candidate is scheduled to start on May 26, 2026 and the other candidate is in the conditional offer phase.

The Electric Utility Engineer recruitment is a continuous recruitment and was reposted in February 2026. The City has received 30 applications. The department is preparing to schedule first round interviews for these positions.

The Senior Engineer recruitment was posted May - June 2025. The City received 37 applications of which 12 candidates were placed on the eligible list. The department is conducting their department interviews prior to making a final selection from the eligible list.

The Senior Electric Utility Engineer recruitment was posted in December 2025 as a continuous recruitment and the City has received 27 applications. There are currently 7 candidates on the eligible list. One candidate is in the conditional offer phase.

The Water and Sewer Utility Department is not currently recruiting for the 1.0 vacant Assistant Engineer (Civil) because they are undergoing the department organizational review to determine if this is the appropriate classification level. Upon conclusion of the organizational review and depending on the result, the department will recruit for this vacancy at a later date.

AB 2561 requires, at the request of the impacted bargaining unit, that the City report on opportunities to improve compensation or other working conditions. Both matters are subject to meet and confer and were considered and discussed during collective bargaining for Unit 4 in 2025- 2026. The result of that process was an agreed upon , successor Memorandum of Understanding with a 4-year term which was ratified by membership and approved by City Council on December 17, 2025. As part of the terms of the approved agreement, effective December 21, 2025, all Unit 4 classifications salaries were increased by 4.0%. Effective the first pay period after July 1, 2026, all salary ranges for employees holding positions in the Senior Electric Utility Engineer will be increased by approximately 4.5%, and all salary ranges for the remaining classifications assigned to Unit 4 will be increased by approximately 4.0%. Additionally, effective December 21, 2025, the Senior Civil Engineer salary range was adjusted by approximately 4.0%. Employees in Unit 4 also received a $5,000 lump sum upon approval of the agreement. These increases place Unit 4 competitively amongst our peers and the City has been able to fill 8 positions and promote 7 Engineers during the current fiscal year.

Recruitment Challenges and Efforts

The CSR are in place to ensure selection and hiring is based on merit and fitness. Generally, there are various assessment points in the process that could impact efforts to fill highly sought skills or experience, specialized positions, and positions which attract few or large amounts of applicants.

There are a number of factors to consider when reviewing recruitment challenges, and every position or classification in each bargaining unit requires individualized considerations and strategies. Some recruitments face challenges in retaining applicants through the assessment steps. Other recruitments face challenges in the length of time it takes to complete required background checks or pre-employment reviews. Other recruitments face low applicant response to announcements of open positions. In a continuous effort to streamline the recruitment process, the City is consistently reviewing the SR and making the determination if there are areas to improve or areas to expedite the process, while still adhering to the CSR.

As noted above, during the current fiscal year, the City promoted 71 employees. Although the City prides itself in the ability to promote and train employees, this creates a workload capacity issue by creating an additional vacancy in the promoted employee's former position, which does not contribute to the reduction of the vacancy rate. The City is currently working to keep up with the demands of staffing through attrition and maintain staffing levels as new positions are added annually. All Departments are at full operating capacity and prioritizing or expediting the recruitment process due to competing priorities may be challenging and lead to further delays in the recruitment timeline. In particular, HR utilizes its management staff to conduct recruitments (in addition to their other designated duties) to assist the 3 full-time recruiters in order to fill vacant positions as quickly as possible, subject to the CSR, as well as using outside firms to also conduct recruitments on behalf of the City. Currently, there are approximately 60 classifications, impacting approximately 108.5 FTEs, that have so far been assigned for recruitment; for example, 1 Citywide classification may result in 1 recruitment for 5 vacant positions across multiple departments.

The City is working to address the workload capacity and several departments are undergoing an organizational assessment. Recommendations from the assessment will be reviewed to determine workload capacity and any recommendation to add more staffing to assist with capacity will be brought forward through the normal budget process.

There have also been challenges, not unique to the City, recruiting for specialized positions (such as Engineers or Dispatchers), where the competitiveness of the candidate pool is not strong or there have been a low number of applications received. In these instances, the City is exploring alternative advertising methods to reach a broader candidate pool. However, this problem is not unique to our agency.

Finally, there are additional delays and candidates may be screened out to more stringent backgrounding process, particularly in the Police Department backgrounding. Where possible, the Department does try to expedite the backgrounding process.

Although the City has challenges in recruiting, the City has expanded their recruitment and outreach efforts, including but not limited to:

- The Human Resources Department has 3 full-time recruiters who are operating at full recruitment capacity (approximately 10 to 15 assigned recruitments at any given time), in addition to other responsibilities of the position; HR management staff also conduct recruitments to alleviate the workload. The FY 2026/27 budget also has a request to add 2.0 FTE Human Resources Technician (Job Code 508) and 1.0 FTE Management Analyst (Job Code 008) to assist with recruitment efforts.

- The City is continuously evaluating how to streamline the recruitment process in alignment with the CSR, as applicable.

- The City has reviewed and made revisions to class specifications by updating minimum qualifications that may be outdated or inadvertently narrow candidate pools. It should be noted that revisions to class specifications are subject to meet and confer with the appropriate bargaining unit, and subject to approval by the Civil Service Commission, and City Council, prior to becoming effective.

- The City also reassesses the weighting plan/testing process with the Departments before recruitments begin and bring revised recommendations to the Civil Service Commission for approval in order to further expedite the process.

- The City has focused on additional advertising efforts to broaden its reach to a larger candidate pool; these efforts include but are not limited to:

- During the current fiscal year, the City attended eight (8) career fairs at local colleges and universities.

- In addition to the City sponsored career fairs, the Fire Department, Police Department, and Silicon Valley Power expanded their recruitment efforts and attended other career fairs for their hard to fill positions (specifically for Engineers and Dispatchers).

- The City was approved and is in the implementation and testing phase of “Attract,” a NeoGov module to assist with targeted advertising and proactive outreach to candidates. NeoGov is an online tracking and recruitment system primarily used by multiple public agencies, including the City.

- The City partnered with Mission College for the first Summer Internship Program in 2025 and will continue to do so in 2026. This opportunity is a great gateway to engage and encourage students to apply for a career with the City of Santa Clara.

- The City previously contracted with 6 recruiting firms who are retained to assist in filling executive level or hard to fill positions. The City recently reopened this bid and is reviewing additional recruiting firms to assist with filling vacancies.

The City will continue to work on filling positions in an effort to lower the Citywide vacancy rate and retain employees. In addition, the City will continue to assess challenges or barriers to the recruitment process and consider alternative ways to expedite recruitments. The City will also continue to update outdated class specifications to ensure they are current and eliminate outdated requirements in an effort to expand candidate pools.

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
This report is for information purposes.

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

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Civil Service Rules and Regulations

26-504 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

During the Covid pandemic, most cities in California adopted the use of an internet-based audio-visual platform (such as Zoom) to be used during City Council meetings to encourage members of the public to participate in meetings safely from their homes. Many cities, including Santa Clara, have found that this remote participation option is convenient for members of the public and have therefore continued to offer hybrid participation, even after the pandemic-based need for the service had concluded.

Recognizing that many cities were continuing remote participation and the benefits of such an option for the public, and determining that there was a need to provide consistent requirements for remote public access throughout the state, Governor Newsom signed Senate Bill 707 ("SB 707") in October 2025. SB 707 ushered in significant changes to the open meeting law, the Ralph M. Brown Act. Among the numerous changes, the Legislature mandated that that all open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the specific meeting location. The Legislature also addressed the scenario in which there was a disruption to the telephonic service or audiovisual platform, as described below, and required that cities adopt a policy (by July 1st) setting forth the processes to be undertaken in the event of such a disruption. The proposed Council Policy 057 is intended to satisfy this new Brown Act requirement.

On Monday, April 13th, the process for bringing this policy forward for Council approval was discussed by the Governance and Ethics Committee in conjunction with the Committee's workplan. In light of the impending deadline of July 1st and the fact that adoption of the policy was required under State law, the Committee authorized staff to bring the proposed policy directly to the City Council.

DISCUSSION

SB 707 amends Government Code Section 54953.4 to require the following:

> *(ib)(Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the*

service.
(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

In order to implement this new statutory mandate, the proposed Council Policy 057 sets forth the applicable procedure, highlights of which are below:

- If City staff determines that public attendance and observance through either the telephonic or internet-based services has been disrupted, then the Mayor shall make an announcement describing the disruption and announcing that the Council shall be in recess.
- During the period of recess, City staff shall undertake good faith efforts to restore service, and keep record of such efforts.
- The Council shall not reconvene the open session of the meeting until at least one (1) hour following the start of the disruption, or until telephonic or internet service is restored, whichever is earlier. If service is restored within the one-hour period of time, the Mayor shall call the meeting back to order and shall verbally announce that the disrupted service has been restored.
- If, after at least one (1) hour following the start of the disruption, telephonic or internet service has not been restored, then the Council may either adjourn the meeting or choose to continue the meeting, by majority vote of the entire body.
- If the Council chooses to resume the meeting, then the Council shall adopt a finding by roll-call vote stating that, based upon information provided to the Council in open session by the City Manager, good faith efforts to restore the telephonic or internet service have been made, and that the public interest in continuing the meeting outweighs the public interest in remote public access. The Mayor shall provide instructions to the audience regarding alternative attendance options.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact with this report other than administrative staff time.

COORDINATION

This report was coordinated with the City Attorney's Office, City Clerk's Office and Information Technology Department.

PUBLIC CONTACT

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

RECOMMENDATION

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

Reviewed by: Glen Googins, City Attorney
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution
2. Council Policy 057

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING COUNCIL POLICY 057 ESTABLISHING PROCEDURES TO BE USED IN THE EVENT OF A DISRUPTION OF TELEPHONIC SERVICE OR INTERNET-BASED PLATFORM DURING A CITY COUNCIL MEETING

WHEREAS, the State Legislature passed Senate Bill 707 ("SB 707") mandating that all open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform;

WHEREAS, the City of Santa Clara holds its City Council meeting in a hybrid manner, allowing for attendance in-person as well as by two-way telephonic and internet-based audio-visual platform (Zoom);

WHEREAS, SB 707 also includes requirements related to interruptions or disruptions in the two-way telephonic service or two-way audiovisual platform;

WHEREAS, SB 707 requires, further, that on or before July 1, 2026, the City Council must adopt a policy addressing the procedures the City shall take in the event of a disruption of two-way telephonic or audio-visual access occurring during a City Council meeting; and

WHEREAS, in accordance with the requirements of SB 707, the City Council deems it to be in the best interests of the City to adopt Council Policy 057 which establishes procedures to be used in the event of a disruption of the telephonic service or internet-based platform during a City Council meeting.

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

1. That Council Policy 057 entitled "Disruption of Telephonic Service or Internet-Based Platform During a City Council Meeting" ("Policy") attached hereto as Attachment 1, is hereby approved and adopted.

2. The City Manager is directed to take such other and further actions as may be necessary

to implement the Policy.

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 19th DAY OF MAY, 2026 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 057 “Disruption of Telephonic Service or Internet-based Platform During a City Council Meeting”

DISRUPTION OF TELEPHONIC SERVICE OR INTERNET-BASED PLATFORM DURING A CITY COUNCIL MEETING

PURPOSE

Through the passage of Senate Bill 707, the State Legislature has mandated that all open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the specific meeting location. In connection with this new mandate, the Legislature has also created a process to address the scenario in which this newly-required remote participation pathway is interrupted, in the context of City Council meetings.

On or before July 1, 2026, the City Council is required to adopt a policy addressing the procedures the City shall take in the event of a disruption of telephonic service or internet-based audio-visual platform occurring during a City Council meeting. The Policy shall address the process for recessing and reconvening the meeting and the efforts that the Council shall make to attempt to restore the service.

POLICY

If there is a disruption of telephonic or internet service that prevents members of the public from attending or observing the Council meeting via a two-way telephonic service or two-way audiovisual platform, then the Council shall recess the meeting for at least one (1) hour and make good faith attempt to restore the service, in accordance with the procedures set forth below.

This Policy only applies to City Council meetings, and does not apply to meetings of Boards, Commissions, etc. (However, the Brown Act does contain disruption-response requirements for all bodies, including Boards and Commissions, holding teleconferenced meetings[1].) Disruptions occurring in the City's one-way broadcast channels, such as Channel 15 or YouTube, are not subject to this Policy.

SB 707 contains specific carve-outs, excepting a meeting of the City Council that is held to do any of the following:

- Attend a judicial or administrative proceeding to which the City or its Concurrent Authorities is a party.

[1] Gov. Code 54953.8(b)(3), "In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored."

DISRUPTION OF TELEPHONIC SERVICE OR INTERNET-BASED PLATFORM DURING A CITY COUNCIL MEETING

- Inspect real or personal property provided that the topic of the meeting is limited to items directly related to real or personal property.
- Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the City or Concurrent Authorities and over which the federal or state officials have jurisdiction.
- Meet in or nearby a facility owned by the City or Concurrent Authorities, provided that the topic of the meeting is limited to items directly related to the facility.
- Meet in an emergency situation pursuant to Government Code section 54956.5.

Future modifications of this Policy must be adopted by City Council as a matter of general business (i.e., the item may not be agendized as a consent calendar item).

PROCEDURE

If either the two-way telephonic service or two-way audio-visual platform has experienced a disruption such that members of the public are unable to attend and observe through these methods, then the following procedures shall be used.

1. Staff shall attempt to confirm whether the disruption is affecting public access. If staff cannot confirm either of these factors, the City shall assume that public access has been disrupted and will proceed as set forth below. If Staff confirms that public access is unaffected (the disruption is only affecting City interfaces, and will not negatively impact the City's ability to hear telephonic or internet based comment from the public), then the Mayor or City Clerk shall announce to the public that the City is experiencing this disruption, and that the meeting shall continue.
2. If it is determined that public attendance and observance has been disrupted, then the Mayor shall:
    a. Verbally announce that a disruption has occurred,
    b. State the nature of the disruption (e.g., "the video feed on the zoom platform has frozen"),
    c. Describe whether alternative attendance options are available and undisrupted, and

DISRUPTION OF TELEPHONIC SERVICE OR INTERNET-BASED PLATFORM DURING A CITY COUNCIL MEETING

   d. State that a recess shall be taken in accordance with the Ralph M. Brown Act to attempt to restore the service.

3. To the extent possible, this verbal announcement will be supplemented by a written notice that the meeting is in recess, displayed on any undisrupted platform(s).
4. During the period of recess, City staff shall undertake good faith efforts to restore service, and keep record of such efforts.
5. The Council may meet in closed session during this period of recess to discuss any matter that was properly agendized for closed session discussion at that meeting. If the Mayor, Councilmember, City Manager, or City Attorney requests that the body convene to closed session during this period, such a request must be made prior to the Mayor's announcement of recess. If the body by consensus agrees to hold closed session during the recess, then the Mayor shall verbally announce the decision and the matter(s) to be discussed in closed session concurrently with the announcement of recess.
6. The Council shall not reconvene the open session of the meeting until at least one (1) hour following the start of the disruption, or until telephonic or internet service is restored, whichever is earlier. If service is restored within the one hour period of time, the Mayor shall call the meeting back to order and shall verbally announce that the disrupted service has been restored.
7. If after at least one (1) hour following the start of the disruption, telephonic or internet service has not been restored, then the Council may either adjourn the meeting or choose to continue the meeting, by majority vote of the entire body.
   a. If the Council chooses to adjourn the meeting, the remaining items on the agenda shall be re-agendized by the City Manager at an appropriate date.
   b. If the Council chooses to resume the meeting, the following steps shall be taken:
      i. Council shall adopt a finding by roll-call vote stating that good faith efforts to restore the telephonic or internet service have been made, and that the public

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interest in continuing the meeting outweighs the public interest in remote public access.

ii. Such a finding shall be based upon information provided to the Council in open session by the City Manager regarding the nature of the disruption, the efforts undertaken to remedy it, and any other pertinent information relating to the agendized items (such as any time-sensitive items). If certain agendized matters are not time sensitive, the Council should continue them to a future agenda.

iii. The Mayor shall provide instructions to the audience regarding alternative attendance options.

iv. All votes for the remainder of the meeting shall be by roll-call.

26-586 **Agenda Date: 5/26/2026**

REPORT TO COUNCIL

SUBJECT

Action on Council Policy Establishing an Annual Performance Review Process for Council Appointees

BACKGROUND

Currently, there is no established process for City Council to evaluate and assess the performance of Council appointees, including employees in the classifications of City Manager and City Attorney. The City Council expressed interest in adopting a policy to achieve predictability, transparency, and consistency in the performance evaluation and assessment of Council appointees.

On or about April 13, 2026, the Governance and Ethics Committee considered and reviewed a draft Council policy for the performance evaluation process for Council appointees, including employees in the City Manager and City Attorney classifications, and made recommendations which have been incorporated into the draft Council policy.

DISCUSSION

The following is a summary of the notable provisions of the new Council policy, and a complete copy of the new Council policy is attached.

Annual Rating Period: The rating period for Council appointees shall be January 1st through December 31st of each year. If a Council appointee is hired before July 1st, the duration of the first rating period shall be set forth in the negotiated employment agreement. If a Council appointee is hired with a start date after July 1st, the rating period shall be from the employee's start date through December 31st of the following year.

Facilitator: The Human Resources Director shall meet with Council in closed session, if necessary, to discuss the appraisal process and scope of work for the appraisal facilitator. The Human Resources Director shall engage the services of a performance appraisal facilitator selected by City Council to assist with the performance evaluation and assessment of the Council appointees. The performance appraisal process may include, but not be limited to, meetings and interviews between the City Council , and any other identified staff members to gather information necessary for the performance appraisal. City staff will work with the Finance Department to ensure that sufficient budget is available to fund the type of appraisal process the Council will implement.

Timeline: The new Council policy provides a timeline for the evaluation and assessment process, including but not limited to, the months when certain actions are expected to be completed, such as the selected facilitator meeting with City Council and staff (November and December); meeting with the City Council and the Council appointee in closed session (January); the City Council, in closed session, may discuss and determine the form and substance of the performance appraisal, method for preparation of a written appraisal (if necessary), goal-setting priorities for the employee, and may select a subcommittee to meet with the Council appointee to negotiate any changes to compensation, benefits, or any other requested modifications to the Council appointee's employment agreement (no later than the second meeting in February); the subcommittee meeting with the employee for the purposes of negotiating compensation, benefits, and any other requested modifications to the employee's employment agreement (March and April); and the subcommittee meeting with the full City Council in closed session to present the results of negotiations with the Council appointee and provide a recommendation for further discussion and action in open session (no later than the second meeting in May).

It should be noted that the new Council policy also calls for a salary increase of approximately 2% or the applicable CPI (Consumer Price Index for Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward), whichever is lesser, in the event the City Council does not complete the outlined process on or before May 31st, with an effective date to the first pay period after July 1st. This term is currently in the employment agreement of the City Manager and City Attorney with retroactivity to their respective anniversary date.

In the event City Council seeks to take action for providing any additional adjustments after May 31st, the Human Resources Director shall bring such modifications or adjustments to open session for discussion and approval.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The performance appraisal process would use an outside facilitator at an estimated annual cost of $50,000 - $75,000. If this policy is approved, a budget amendment will be brought forward for FY 2026/27, and this cost will be factored into future budgets.

COORDINATION

This report was coordinated with the City Manager's Office, Human Resources Department and the City Attorney's Office.

PUBLIC CONTACT

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

RECOMMENDATION

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

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution Approving Council Policy 058 (Council Appointee Performance Appraisal Process)
2. Council Policy 058 - Council Appointee Performance Appraisal Process

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING COUNCIL POLICY 058 ESTABLISHING AN ANNUAL PERFORMANCE REVIEW PROCESS FOR COUNCIL APPOINTEES

WHEREAS, there is currently no established process for City Council to evaluate and assess the performance of Council appointees, including employees in the classifications of City Manager and City Attorney;

WHEREAS, the new Council Policy 058 for the performance evaluation process for Council appointees and establish timelines and responsibilities of City Council and staff;

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

1. That the new Council Policy 058 entitled "Performance Evaluation Process for Council Appointees" ("Policy") attached hereto as Attachment 1, is hereby approved and adopted.
2. The City staff is directed to take as may be necessary to implement the Policy.
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 19th DAY OF MAY, 2026 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 058 – Council Appointee Performance Appraisal Process

PERFORMANCE EVALUATION PROCESS FOR COUNCIL APPOINTEES

POLICY

The purpose of this Policy is to provide guidance and establish a process for the performance evaluation and assessment of City Council appointees by the City Council, including employees in the classifications of City Manager and City Attorney.

The City Council will make its best efforts to undertake a performance appraisal of the appointees at least once every twelve (12) months. The City Council maintains discretion to conduct performance appraisals more frequently. Performance Appraisals shall be conducted annually in accordance with the process set forth below. This process is intended to be essentially "automatic," and does not require Council or employee direction to be initiated.

This Policy shall be referenced in the employment agreements of the Council appointees. If a Council appointee begins City employment before July 1st, then the duration of the first rating period shall be as set forth in the negotiated employment agreement. If a Council appointee begins City employment after July 1st, then the first rating period shall run from the start date through December 31st of the following year. Thereafter, the timeline and process for performance appraisal shall be as set forth below.

PROCEDURE

1) For purposes of this Policy, an employee's annual rating period shall be January 1st through December 31st of each year.

2) The Human Resources Director shall meet with the Council in closed session, if necessary, to discuss the appraisal process and scope of work for the performance appraisal facilitator. The Human Resources Director will then conduct a procurement for a performance appraisal facilitator, and shall present the results of such procurement process to Council for Council's final selection in September (with closed and/or open session meetings, as necessary), unless the City has an existing contract with a facilitator. The facilitator must be available to begin work in October.

3) Staff shall work with the Finance Department to ensure sufficient budget is available to fund the type of performance appraisal process chosen by the Council.

PERFORMANCE EVALUATION PROCESS FOR COUNCIL APPOINTEES

4) During the months of November and December, the chosen facilitator will meet with the City Council and any other identified members of staff to conduct the interviews necessary for the performance appraisal.

5) At the second meeting in January, the facilitator will meet with City Council and Employee in closed session to provide the results of their work.

6) At the second meeting in February, the City Council shall meet in closed session to (a) discuss and determine the form and substance of the performance appraisal, the method for preparation of a written appraisal if necessary, and goal-setting priorities for the employee, and (b) discuss and appoint a subcommittee to meet with the employee for the purposes of negotiating goal-setting, compensation, benefits, and any other requested modifications to the employee's employment agreement.

7) During the months of March-April, the subcommittee shall meet with the Employee for the purposes of negotiating compensation, benefits, and any other requested modifications to the Employee's employment agreement. The subcommittee will work with the Human Resources Director and Chief Assistant City Attorney, as necessary.

8) At the second meeting in May, the subcommittee shall return to the full City Council in closed session to present the results of its negotiations, and provide a recommendation to the full City Council for further discussion and action in open session. The City Council shall provide direction to the Human Resources Director regarding the details of the item to be brought back to Council in open session.

9) If City Council does not complete the process outlined above on or before May 31st, then Employee shall receive a salary increase of approximately 2% or applicable CPI[1], whichever is less, effective as described below.

[1] Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward

PERFORMANCE EVALUATION PROCESS FOR COUNCIL APPOINTEES

10) During the month of June, the Human Resources Director shall bring forward an item in open session regarding approval of the modifications to the compensation, benefits, or other terms of employment for Employee, and related actions, to be effective the first pay period after July 1st, or other retroactive effective date as set forth in the appointee's employment agreement. This shall be based either on the direction received from City Council under Section 8 above, or the default salary adjustment described in Section 9 above. If the direction from Council is that there are no modifications to any such terms, then there shall be no item brought to Council in open session for further discussion or action.

11) If the default salary adjustment under Section (9) was granted, then the City Council may take action later in the year to provide an additional adjustment, retroactive to the first pay period after July 1st, or other retroactive effective date as set forth in the appointee's employment agreement