



# City of Santa Clara

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



Tuesday, June 24, 2025

6:00 PM

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

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

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

### How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (<https://santaclarala.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](mailto: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://santaclarala.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](mailto:Clerk@santaclaraca.gov).

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Closed Session - 6:00 PM | Regular Meeting - 7:00 PM

**6:00 PM CLOSED SESSION**

**Call to Order in the Council Chambers**

**Confirmation of Quorum**

**1.A 25-589** Conference with Real Property Negotiators (CC) - Easements for the 115kV Project

Pursuant to Gov. Code § 54956.8

-  
Property: Please See Below Listed APNs and Addresses

-  
City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director (or designee), Allie Jackman, and Glen R. Googins, City Attorney (or designee)

Negotiating Parties: City and Property Owners Listed Below

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

<u>APN</u>	<u>Address</u>	<u>Owner</u>
<u>104-15-131</u>	<u>3550 Bassett St</u>	<u>HGIT Bassett Campus LP</u>
<u>104-15-132</u>	<u>3540 Bassett St</u>	<u>HGIT Bassett Campus LP</u>
<u>104-15-133</u>	<u>3530 Bassett St</u>	<u>HGIT Bassett Campus LP</u>
<u>104-15-134</u>	<u>3520 Bassett St</u>	<u>HGIT Bassett Campus LP</u>
<u>104-15-128</u>	<u>3508 Bassett St</u>	<u>HGIT Bassett Campus LP</u>

**1.B 25-724** [Conference with Real Property Negotiators \(CC\) - Easement for the Kifer Receiving Station Rebuild and Replacement Project Pursuant to Gov. Code § 54956.8](#)

- [Property: APN 224-08-144, 3045 Raymond Street, Santa Clara, CA 95054](#)

- [City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director \(or designee\), Allie Jackman, and Glen R. Googins, City Attorney \(or designee\)](#)

[Negotiating Parties: City and Williams Communications, Inc. \(or designee\)](#)

- [Under Negotiation: Purchase of Real Property interests \(provisions, price and terms of payment\)](#)

**Public Comment**

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

**Convene to Closed Session (Council Conference Room)**

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

**Call to Order in the Council Chambers**

**Pledge of Allegiance and Statement of Values**

**Roll Call**

**REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS**

*June 17, 2025 and June 24, 2025*

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

**2.A 25-683** [Take no Action on a Tentative Parcel Map \(PLN23-00379\) at 1700 Richard Avenue and 1600 & 1650 Memorex Drive to Create a Two-Lot Subdivision](#)

**Recommendation:** Staff recommends that the City Council Take No Action on the proposed Tentative Parcel Map (PLN23-00379) for 1700 Richard Avenue and 1600 & 1650 Memorex Drive

- 2.B 25-722** [Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26 \(Continued from June 10, 2025\)](#)

**Recommendation:** Adopt the Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26.

### **SPECIAL ORDER OF BUSINESS**

- 3.A 25-471** [Proclamation of June 2025 as Portuguese National Heritage Month](#)

- 3.B 25-600** [Recognition of the Santa Clara Women’s League Donation of \\$20,000 to Support the Senior Center Health & Wellness Case Management Program and the “Be Strong, Live Long 2025” Health & Wellness Fair and Related Budget Amendment](#)

**Recommendation:**

1. Accept the donation from the Santa Clara Women’s League;
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager; and
3. Approve the FY 2025/26 budget amendment in the Public Donations Fund to recognize the Santa Clara Women’s League donation in the amount of \$20,000 and appropriate it to the Case Management Grant program (**five affirmative Council votes required to appropriate additional revenue**).

### **CONSENT CALENDAR**

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

- 4.A 25-12** [Board, Commissions and Committee Minutes](#)

**Recommendation:** Note and file the Minutes of:

Cultural Commission - May 5, 2025  
Parks & Recreation Commission - May 12, 2025  
Audit Committee - March 17, 2025

**4.B 25-689** [Action on Monthly Financial Status and Investment Reports for April 2025 and Approve the Related Budget Amendments](#)

- Recommendation:**
1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2025 as presented; and
  2. Approve the FY 2024/25 Budget Amendments in the following funds (as detailed in the Fiscal Impact Section of the staff report and Attachment 3 to the staff report):
    - a. General Fund: increases to revenue including sales tax, property tax, other agencies revenue, rent revenue, Stadium Authority excess revenue, performance rent, and charges for services, increases to various departmental budgets including the City Clerk's Office, Finance Department, Fire Department, and Non-Departmental, an increase to the Parks and Recreation Capital Fund, and increases to the Land Sale Reserve, Accrued Liability Reserve, and Ending Fund Balance, with a net impact of \$20,746,435;
    - b. Building Special Programs and Training Fund: increase of license/permit revenue and increase to the Community Development Department's Building Division training budget, with a net impact of \$7,000;
    - c. Cemetery Fund: increases the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of \$81,500;
    - d. Electric Operating Grant Trust Fund: increases the transfer to the Vehicle Replacement Fund and decreases ending fund balance-greenhouse gas program, with a net impact of \$0;
    - e. Electric Utility Capital Fund: adjustments to multiple capital projects and an increase to the ending fund balance, with a net impact of \$0;
    - f. Electric Utility Debt Service Fund: increases to bond proceeds and administrative costs, with a net impact of \$585,113;
    - g. Electric Utility Fund: increase in charges for

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- services offset with increases to the Operations and Maintenance Reserve and Rate Stabilization Reserve, with a net impact of \$25,000,000;
- h. Endowment Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of \$80,000;
  - i. Fire Development Services Fund: recognition of other fees for services and appropriate the funds to the Fire Department, with a net impact of \$250,000;
  - j. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue and reimbursements for the Fire Department, with a net impact of \$438,178;
  - k. Parks and Recreation Capital Fund: recognition of a transfer from the General Fund to establish the Youth Soccer Parks Capital Improvement project; recognition of Mitigation Fee and Quimby Act revenue and increases to the Park Impact Fees Monitoring and Parkland Acquisition projects and ending fund balances for unallocated Mitigation Fee Act Fees and Quimby Act Fees, with a net impact of \$4,456,644;
  - l. Parks and Recreation Operating Grant Trust Fund: recognition and appropriation of a grant from the County of Santa Clara for the July 4th Fireworks, with a net impact of \$5,000;
  - m. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of \$1,500;
  - n. Public Donations Fund: recognition and appropriation of donation revenue to support program for Seniors, with a net impact of \$6,100;
  - o. Public Facilities Financing Corporation Fund: increase in interest earnings and interest expense, with a net impact of \$1,500;
  - p. Sewer Utility Fund: increase to the estimate for interest earnings and increase for right of way expense appropriation, with a net impact of \$100,000;
  - q. Streets and Highways Capital Fund:

recognition and appropriation of revenue for the Bridge Maintenance Program project, with a net impact of \$262,360;

- r. Vehicle Replacement Fund: transfer from the Electric Utility Fund for capital outlay, with a net impact of \$120,232;
- s. Water Recycling Fund: increase to charges for services, increase to resource and production partially offset by a decrease in the Operations and Maintenance Reserve, with a net impact of \$360,000; and
- t. Water Utility Capital Fund: increases to various capital projects offset by ending fund balance, with a net impact of \$0.

**4.C 25-369** [Action on Award of Purchase Order\(s\) to Bound Tree Medical, Inc. for Emergency Medical Services Supplies](#)

**Recommendation:** Authorize the City Manager or designee to execute a purchase order with Bound Tree Medical, Inc., through the Brevard County contract, for a total maximum amount not to exceed \$398,595 through December 14, 2030, for the purchase of emergency services medical supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

**4.D 25-503** [Action on Award of Purchase Orders to Stryker Corporation for Emergency Medical Services Equipment and Related Services for the Fire Department](#)

**Recommendation:** Authorize the City Manager or designee to issue Purchase Orders to Stryker Corporation, under the Eagle County Health Service District contract, through November 8, 2029, for a total maximum amount not-to-exceed \$920,144 for the purchase of emergency medical services equipment and supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

**4.E 25-652** [Action on an Amendment to an Existing Agreement with Smart Energy Systems, Inc. and a New Agreement with Smart Energy Systems, Inc. for a Utility Billing Customer Self Service Portal](#)

- Recommendation:**
1. Authorize the City Manager or designee to negotiate and execute Amendment No.5 to the agreement with Smart Energy Systems, LLC dba Smart Energy Water to retroactively extend the term from March 31, 2025 through January 31, 2026, with no change to the maximum compensation amount of \$1,653,343, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
  2. Authorize the City Manager or designee to negotiate and execute a new agreement with Smart Energy Systems, LLC dba Smart Energy Water for a ten-year term beginning on or around February 1, 2026 and ending on or around February 1, 2036, with a total maximum compensation not-to-exceed \$5,052,215, and to execute future amendments to (a) add, modify, or delete services, including software subscription or support services, (b) adjust rates, including subscription fees, as necessary to reflect market conditions or service changes, and (c) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

**4.F 25-621** [Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreements for Services with Geocon Consultants, Inc. and Ninyo and Moore Geotechnical & Environmental Sciences Consultants to Provide On-Call Material Testing and Special Inspection Services for Silicon Valley Power](#)

**Recommendation:** Authorize the City Manager or designee to negotiate and execute amendments to the agreements with Ninyo and Moore Geotechnical & Environmental Sciences Consultants and Geocon Consultants, Inc. to provide on-call material testing and special inspection services for Silicon Valley Power for a five-year term ending on March 31, 2028, to (a) increase the aggregate maximum compensation to \$2 million, (b) add or delete services consistent with the scope of services, (c) adjust future rates based on market conditions, (d) make de minimis changes, and (e) extend the term through March 31, 2033, to be funded by the Silicon Valley Power Capital or Operating Fund as applicable, subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

**4.G 25-252** [Action on an Amendment to the Amended and Restated Water Supply Agreement between the City and County of San Francisco and its Wholesale Customers in Alameda County, San Mateo County and Santa Clara County, and Updated Tier 2 Drought Response Implementation Plan](#)

**Recommendation:**

1. Adopt the Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County for Minimum Purchase Requirements and the Tier 1 Water Shortage Allocation Plan on the terms presented, in a final form approved by the City Attorney.
2. Adopt the Resolution Approving the Amendment for Tier 2 Drought Response Implementation Plan (Tier 2 Plan) on the terms presented, in a final form approved by the City Attorney.

**4.H 25-572** [Action on an Option Agreement for an Amendment to Ground Lease and Property Use Agreement Between the City of San José, the City of Santa Clara and Santa Clara Valley Water District to Allow for the Development of a Direct Potable Reuse Demonstration Facility](#)

**Recommendation:** Authorize the City Manager or their designee to negotiate and execute the Option Agreement for First Amendment to Ground Lease and Property Use Agreement to allow for the implementation by Santa Clara Valley Water District of a proposed direct potable reuse demonstration facility on the terms presented in a final form approved by the City Attorney.

**4.I 25-64** [Action on a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present](#)

**Recommendation:**

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations.
2. Adopt a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present.

**4.J 25-614** [Action to Authorize the Use of City Electric Forces for Public Works at 4200 Great America Parkway](#)

**Recommendation:**

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4200 Great America Parkway with an estimated cost of \$46,963 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

**4.K 25-535** [Action on a Resolution Adopting the Revised Police Department Records Retention Schedule and Partially Rescinding Resolution 12-7965](#)

**Recommendation:** Adopt the Resolution Adopting the Revised Police Department Records Retention Schedule and Rescinding those portions of Resolution 12-7965 (adopted August 28, 2012) applicable to the Police Department Record Retention Schedule.

**SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR**

**5.A 25-707** [Action on Stadium Manager's Request to Execute an Amendment No. 1 to the Agreement with Integrated Communication Systems to Increase the Not to Exceed Amount by \\$56,000, for a Total of \\$408,000 Over a Three-Year Term, for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium](#)

**Recommendation:** Approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Integrated Communication Systems (ICS) to increase the not to exceed amount to \$133,000 for the second contract year and \$160,000 for the third contract year, for a total not to exceed amount of \$408,000 over the three-year period, with the option to extend the agreement for two additional one-year periods, subject to budget appropriations.

**5.B 25-649** [Action on Stadium Manager's Request to Approve an Amendment No. 4 to the Agreement with Bear Electrical Solutions, LLC to Extend the Term through May 4, 2026 and Increase the Not to Exceed Amount by \\$250,000, for a Total of \\$2,020,000 Over a Five-Year Term, for On-Call Electrical Maintenance and Repair Services at Levi's Stadium](#)

**Recommendation:** Approve the Stadium Manager's request to execute an Amendment No. 4 to the Agreement with Bear Electrical Services, LLC to extend the term through May 4, 2026, in an amount not to exceed \$250,000 for the fifth contract year and a total not to exceed amount of \$2,020,000 over the five-year term, subject to budget appropriations.

## **PUBLIC PRESENTATIONS**

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

## **CONSENT ITEMS PULLED FOR DISCUSSION**

## **PUBLIC HEARING/GENERAL BUSINESS**

6.      **25-737**      [Study Session on the Draft Revisions to the El Camino Real Specific Plan](#)

**Recommendation:** Staff is requesting general feedback on moving forward with processing the original Specific Plan and its EIR or the revised Specific Plan and its EIR or both and the revised Objective Design Standards and the Standards for the new Corridor Residential - Low land Use designation for the draft El Camino Real Specific Plan and to note and file the report on the Study Session for the Draft Revisions to the El Camino Real Specific Plan.

7.      **25-156**      [Action on Approval of Location and Design of the Rainbow Crosswalk Project](#)

**Recommendation:** Alternatives 1, 2, and 4

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve the location of the Rainbow Crosswalk project at the crosswalk at Monroe Street and Franklin Street; and
4. Approve the design of the Rainbow Crosswalk as a ladder-style crosswalk with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel.

8. 25-385 [Action on an Award of Contract for the Kifer and Scott Receiving Station Rebuild and Replacement Project No. 2453 and 2456 to DMZ Builders and Related Budget Amendment](#)

- Recommendation:**
1. Award the Public Works Contract for the Kifer Receiving Station and Scott Receiving Station Rebuild and Replacement Projects, No. 2453 and 2456, to the lowest responsive and responsible bidder, DMZ Builders in the amount of \$117,688,674 (Contract Price) and authorize the City Manager or designee to execute the Contract (Contract), subject to the review and approval as to form by the City Attorney;
  2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of these projects and approval of any necessary change orders not to exceed 15 percent of the Contract Price, or \$17,653,301, for a total not to exceed aggregate Contract amount of \$135,341,975; and
  3. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase Other Revenue to recognize additional Load Development Fee revenue in the amount of \$15 million, increase the Kifer Receiving Station Rebuild and Replacement Project in the amount of \$6 million, and increase the Scott Receiving Station Rebuild and Replacement Project in the amount of \$9 million (**five affirmative Council votes are required to appropriate additional revenue**).

9. 25-525 [Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project](#)

**Recommendation:** Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project (***Five affirmative votes required [California Code of Civil Procedure section 1245.245]***).

10. 25-527 [Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project](#)

**Recommendation:** Adopt a Resolution of Necessity to Making the Required Findings to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record (***Five affirmative votes required [California Code of Civil Procedure section 1245.245]***).

11. 25-366 [Action on a Recommendation from the Governance & Ethics Committee to Adopt New Council Policy 055 Providing for a Consolidated Set of Council Meeting Procedures and Protocols for Use by the City Council and Other City Boards, Commissions and Committees](#)

**Recommendation:** Adopt by Resolution Council Policy 055, entitled "Council Meeting Procedures and Protocols," in substantially the form presented, or with such changes Council may approve, and direct staff to come back with any necessary actions, including amendments to the City Code in order to implement such policy.

**REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS**

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

**ADJOURNMENT**

**The next regular scheduled meeting is on Tuesday, July 8, 2025 in the City Hall Council Chambers.**

## **MEETING DISCLOSURES**

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

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

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

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

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

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

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

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

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

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

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



# City of Santa Clara

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

## Agenda Report

**25-589**

**Agenda Date: 6/24/2025**

### **SUBJECT**

Conference with Real Property Negotiators (CC) - Easements for the 115kV Project  
Pursuant to Gov. Code § 54956.8

Property: Please See Below Listed APNs and Addresses

City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director (or designee), Allie Jackman, and Glen R. Googins, City Attorney (or designee)

Negotiating Parties: City and Property Owners Listed Below

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

<b>APN</b>	<b>Address</b>	<b>Owner</b>
104-15-131	3550 Bassett St	HGIT Bassett Campus LP
104-15-132	3540 Bassett St	HGIT Bassett Campus LP
104-15-133	3530 Bassett St	HGIT Bassett Campus LP
104-15-134	3520 Bassett St	HGIT Bassett Campus LP
104-15-128	3508 Bassett St	HGIT Bassett Campus LP



# City of Santa Clara

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

## Agenda Report

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**25-724**

**Agenda Date: 6/24/2025**

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**SUBJECT**

Conference with Real Property Negotiators (CC) - Easement for the Kifer Receiving Station Rebuild and Replacement Project  
Pursuant to Gov. Code § 54956.8

Property: APN 224-08-144, 3045 Raymond Street, Santa Clara, CA 95054

City/Authority Negotiator: Jovan D. Grogan, City Manager/Executive Director (or designee), Allie Jackman, and Glen R. Googins, City Attorney (or designee)

Negotiating Parties: City and Williams Communications, Inc. (or designee)

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



## Agenda Report

25-683

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Take no Action on a Tentative Parcel Map (PLN23-00379) at 1700 Richard Avenue and 1600 & 1650 Memorex Drive to Create a Two-Lot Subdivision

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development

#### DISCUSSION

This Public Hearing item was previously scheduled for the April 8, 2025 City Council meeting. At that time, staff requested that the Council open the Public Hearing and then immediately continue the item. Council took action by a vote of 7-0 to continue the item to the May 13, 2025 City Council meeting.

Staff determined that the lot frontage needed to be resolved as dedicated frontage whereas the applicant was offering it as an easement. Due to the timing required to resolve the frontage issue, the item needed to be continued. At the May 13<sup>th</sup> City Council meeting, Staff requested another continuance to the June 24<sup>th</sup> City Council meeting.

As of June 24, the applicant has not been able to make the required changes prior to this hearing, and so staff is requesting that the Council take no action on this item at this time. Once the applicant has made the required changes, the item will be noticed for the next available City Council hearing.

#### ENVIRONMENTAL REVIEW

No environmental determination is necessary, as no action is being taken at this time. An environmental determination will be included when the item is brought forward at a future City Council meeting.

#### PUBLIC CONTACT

On March 26, 2025, a notice of public hearing was published in *The Weekly*, a newspaper of general circulation, and on March 27, 2025, a notice of this item was mailed to property owners within 500 feet of the project site. At the time of this report, Planning staff has not received public comments regarding the proposed project.

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

Additional noticing will be conducted prior to when this item is rescheduled for a future Council date.

**RECOMMENDATION**

Staff recommends that the City Council Take No Action on the proposed Tentative Parcel Map (PLN23-00379) for 1700 Richard Avenue and 1600 & 1650 Memorex Drive

Reviewed by: Afshan Hamid, Community Development Director

Approved by: Jovan Grogan, City Manager



## Agenda Report

25-722

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26 (Continued from June 10, 2025)

#### BOARD PILLAR

Manage Strategically Our Workforce Capacity and Resources

#### DISCUSSION

At the June 10, 2025 City Council (the Council) Meeting, the Council took action to continue the following item to June 24, 2025 due to the lack of public attendance.

Staff has included the original Report to Council (RTC 25-401), public presentation, the draft resolution, Bond Expenditure Plan, and responses to questions and comments from the May 27, 2025 City Council Study Session as attachments.

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

#### FISCAL IMPACT

The per-parcel property tax levy of \$28.70 per \$100,000 (0.0287%) of assessed value in Fiscal Year 2025/26 will generate approximately \$16.80 million and support the estimated first debt service payment due in Fiscal Year 2026/27. Due to the timing of property tax payments, the levy is needed in FY 2025/26 to generate the funds for the debt service payment in FY 2026/27.

#### COORDINATION

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov), or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Adopt the Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Jovan D. Grogan, City Manager

**ATTACHMENTS**

1. Draft Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025-26
2. Bond Expenditure Plan
3. Responses to questions and comments from the May 27, 2025 City Council Roles and Responsibilities In Connection with the Issuance of Measure I General Obligation Infrastructure Bonds Study Session
4. RTC 25-401 from June 10, 2025 City Council Meeting
5. RTC 25-401 Public Presentation from June 10, 2025 City Council Meeting

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,  
AUTHORIZING AN AD VALOREM TAX LEVY BASED ON A DEBT  
SERVICE ESTIMATE TO BE PROVIDED TO SANTA CLARA COUNTY  
RESPECTING UNSOLD GENERAL OBLIGATION BONDS FOR FISCAL  
YEAR 2025-26**

**WHEREAS**, , the City of Santa Clara (the "City") is a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California; and

**WHEREAS**, more than two-thirds of the electors voting at an election duly and regularly held in the City on November 5, 2024, voted in favor of a bond measure known as Measure I (the "Bond Measure"), authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$400,000,000 (the "Bonds") for the purpose of providing funds for certain municipal improvements; and

**WHEREAS**, the City expects that it will issue an initial series of the Bonds under the Bond Measure on or around February 2026, which will require an ad valorem property tax to be placed on the 2025-26 County of Santa Clara (the "County") property tax roll to provide for payments of any principal or interest coming due on the Bonds; and

**WHEREAS**, pursuant to Government Code Section 5403, when bonds to be issued by or on behalf of a public body have been authorized by an election or other method provided by law, and where it is expected that all or any part of such bonds will be sold at such time that principal or interest on such bonds will become due before the proceeds of a tax levied after such sale would be available to pay such principal or interest, the governing body, at the time of fixing the annual tax levy, may levy a tax in an amount clearly sufficient to pay that portion of the principal of and interest on said bonds which it is expected will become due before the proceeds of the next succeeding tax levy will be available; and

**WHEREAS**, the City Council of the City (the "City Council") expects and determines that the Bonds will be issued after the date established by the County for submitting debt service requirements to be placed on the fiscal year 2025-26 property tax roll, and the City Council

wishes to inform the County of its intention to issue the Bonds after such date, in accordance with Government Code Section 5403; and

**WHEREAS**, the City Council wishes at this time to authorize the City Manager, the Director of Finance and the City Clerk to make certain communications with the County respecting the foregoing.

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

1. Recitals Correct. The foregoing recitals are true and correct.
2. Intention to Issue Bonds. The City Council hereby expresses its current expectation to cause the issuance of approximately \$150 million aggregate principal amount of the Bonds during fiscal year 2025-26 pursuant to the Bond Measure. The Bonds are currently expected to be issued in or around February 2026, which is after the deadline for filing with the County debt service requirements for general obligation bonds, such that property tax rates can be set by the County. It is expected that the financing will require an ad valorem tax levy to be included on the 2025-26 tax roll for the purpose of paying interest on and amortizing a portion of the Bonds in fiscal year 2025-26.
3. Information to County. The City Manager, the Director of Finance and the City Clerk are each hereby separately authorized to (a) file a certified copy of this Resolution with the Clerk of the Board of Supervisors and such other County officials as the County may require to facilitate such levy, and (b) provide, or cause to be provided, an estimate of debt service for the Bonds to the Auditor-Controller of the County.
4. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested to adopt a tax rate of \$28.70 per \$100,000 assessed valuation with respect to the City, which takes into account the Bonds expected to be issued during fiscal year 2025-26, based upon estimated debt service schedules prepared by officers of the City, together with the City's municipal advisor, and to levy an ad valorem tax in fiscal year 2025-26 on all taxable property in the City sufficient to pay the estimated debt service.

5. Application of Tax. As provided in Section 43634 of the California Government Code, all taxes levied pursuant to this Resolution shall be used only for payment of the Bonds and the interest thereon.

6. Adoption; Effective Date. This Resolution shall take effect immediately upon its adoption.

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 24<sup>th</sup> DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

## General Obligation Bond Expenditure Plan

\$400 Million Bond Measure

<b>Project Areas</b>	<b>Total</b>
<b>Streets and Transportation</b>	<b>41,170,000</b>
Street Resurfacing and Rehabilitation	23,000,000
ADA Improvements	10,000,000
Creek Trail Rehabilitation	2,500,000
Bicycle Wayfinding	300,000
Contingency/Escalation/Administration	5,370,000
<b>Fire Stations and Emergency Response</b>	<b>142,235,450</b>
Fire Stations 5 Replacement	27,000,000
Fire Stations 7 Replacement	27,000,000
Fire Stations 9 Replacement/Renovations	9,000,000
Fire Station 1 Replacement/Renovations	58,000,000
Fire Training Tower Renovation	783,000
Various Fire Station Infrastructure Upgrades	1,900,000
Contingency/Escalation/Administration	18,552,450
<b>Police Facilities</b>	<b>43,987,500</b>
Police Department Drone First Responder Infrastructure	3,000,000
Emergency Operations Center Infrastructure	250,000
Police Training Facility	30,000,000
Police Department Facility and Real-Time Crime Center Infrastructure	5,000,000
Contingency/Escalation/Administration	5,737,500
<b>Parks, Library, Senior Center, and Aquatics Facilities</b>	<b>115,258,750</b>
Renovation/Expansion of 3 Public Libraries	9,000,000
Senior Center Expansion/Renovation	9,500,000
Community Aquatic Facility/ISC Renovation/Replacement	45,000,000
Bowers Park Renovations	4,400,000
Earl Carmichael Park Playground Renovations	2,900,000
Warburton Park Playground Renovations	3,000,000
Henry Schmidt Park Playground Renovations	4,325,000
Pickleball Court	1,600,000
Mary Gomez Park Renovations	2,500,000
Aged Parks & Buildings Infrastructure in Critical/Poor Condition	18,000,000
Contingency/Escalation/Administration	15,033,750
<b>Stormdrain System Improvements</b>	<b>46,000,000</b>
Stormdrain System Improvements	16,423,000
Storm Water Retention Basin Remediation	9,209,000
Green Stormwater Infrastructure Design & Construction	6,645,000
Lafayette St. Underpass at Subway Pump Station	4,946,000
Bowers Ave Underpass SDPS Rehabilitation	2,030,000
SDPS Motor and Control Replacement	347,000
Stormdrain Pump Station Outfall Reconstruction Program	250,000
Stormdrain Renovations	150,000
Contingency/Escalation/Administration	6,000,000
<b>Historic Buildings and Beautification</b>	<b>9,200,000</b>
Street/Median Beautification Improvements	4,000,000
Renovations to Historic Buildings	3,000,000
Triton Museum Improvements	1,000,000
Contingency/Escalation/Administration	1,200,000

<b>Bond Issuance Costs</b>	<b>2,000,000</b>
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<b>GRAND TOTAL</b>	<b>\$ 399,851,700</b>
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1. **In General.** This City of Santa Clara plan for the expenditure of bond proceeds (“Expenditure Plan”) was adopted by the City Council on July 16, 2024, by Resolution No. 24-9346, to implement Section 6 of that certain Ordinance No. 2069 adopted concurrently herewith (“Ordinance”). The Ordinance calls for an election by City voters on a ballot measure to approve the issuance of up to \$400,000,000 in bonds (“Infrastructure Bonds”) for purposes of financing the acquisition and construction of public infrastructure on the terms set forth therein. To the extent of any conflict between this Expenditure Plan and the Ordinance, the terms of the Ordinance shall govern. The above chart summarizes the Expenditure Plan’s “Project Categories” (as defined in Section 2, below), and “Infrastructure Projects” (as defined in Section

2. **Project Categories.** The Expenditure Plan includes the following infrastructure expenditure categories (“Project Categories”), each with a designated amount of allocated Infrastructure Bonds proceeds (“Designated Allocations”): Streets and Transportation (\$41,170,000); Fire Stations and Emergency Response (\$142,235,450); Police Facilities (\$43,987,500); Parks, Library, Senior Center and Aquatic Facilities (\$115,258,750); Storm Drain System Improvements (46,000,000); Historic Buildings and Beautification (\$9,200,000); and Bond Issuance Costs (\$2,000,000). Project Categories and/or their respective Designated Allocations may be amended, but only in accordance with the Expenditure Plan Amendment Process set forth in Section 6 of this Expenditure Plan, below. Notwithstanding the foregoing, the Designated Allocation for Bond Issuance Costs shall be treated as a “Budgeted Amount” under this plan, to be updated by staff without a formal Expenditure Plan amendment in accordance with the process set forth in Section 3, below.

3. **Designated Infrastructure Subcategories/Specific Projects.** Within each Project Category, there is a list of designated project subcategories and/or specific projects (“Infrastructure Projects”), including estimated amounts budgeted for each such project subcategory/specific project, and an overall estimate of the projected contingencies, cost escalations and administrative costs necessary for project implementation (“Budgeted Amounts”). Infrastructure Projects may be deleted or added, but only in accordance with the Expenditure Plan Amendment Process set forth in Section 6 of this Expenditure Plan, below. Budgeted Amounts represent City staff’s best estimate of the projected costs for such Infrastructure Projects as of the date of the City’s adoption of this Expenditure Plan. Throughout the duration of the Expenditure Plan staff will monitor the Budgeted Amounts for outstanding projects and, at least [annually], as necessary, staff will revise the Expenditure Plan to update the Budgeted Amounts to be consistent with then projected project implementation costs. Staff updates to Budgeted Amounts will not be considered amendments to the Expenditure Plan requiring the amendment process set forth in Section 6, below.

4. **Phased Implementation.** Infrastructure Projects identified within the Expenditure Plan will be implemented in phases (each a “Project Phase”). Consistent with priorities set by the City Council, staff will develop lists of proposed Infrastructure Projects to be included within each Project Phase. Each Project Phase will be presented for City Council and approval as part of the City’s annual Capital Improvement Program budget process. Additional factors to be considered in the development and timing of each Project Phase, and the sequencing of projects within each Project Phase time period include: (a) the need to balance available staff and contractor resources; (b) the length of the planning, design, and construction phases of each project; (c) disruption to the public as City services and facilities are removed from service to undergo renovations; (d) legal requirements for the expenditure of Infrastructure Bond proceeds (in general, under current federal tax law, the City must expect to spend 85% of each series of Infrastructure Bond funds within three years of their date(s) of issuance ); (e) the timing and availability of alternate and supplemental funding sources; (f) local, regional, state or federal permitting requirements; (g) the need to coordinate with outside agencies.

5. **Council Approval Required.** Council approval shall be required for (a) each and every proposed Project Phase for the implementation of the Expenditure Plan; (b) each and every issuance of Infrastructure Bonds to finance a Project Phase; and (c) any proposed amendment to the Expenditure Plan as provided in Section 6. Below.

6. **Amendment of the Plan.** Any proposed substantive amendment to this Expenditure Plan shall be subject to the requirements of Section 13(b)(ii) of the Ordinance. Such requirements shall include prior consideration and input from the “Bond Compliance COC” as provided therein.

7. **Legal Requirements for Capital Projects.** All Infrastructure Project costs paid from Infrastructure Bond proceeds shall consist of capital costs of the acquisition and improvement of real property within the meaning of California law. Any Infrastructure Project costs consisting of furnishings, furniture, equipment, software, ordinary maintenance (such as repairs, painting, resurfacing, striping or slurry seals), or other non-capital costs shall be paid by the City from other funds.

**City Council Roles and Responsibilities In Connection with the Issuance of Measure I  
General Obligation Infrastructure Bonds  
Responses to Questions from the 5/27/2025 Study Session**

**1. What is the City's current credit rating?**

**Response:** The City seeks to obtain and maintain the highest possible credit ratings for all categories of debt. The current Debt Management Policy (Debt Policy) states "The City will not issue bonds that do not carry investment grade ratings."

The City's bonds are rated favorably by major bond rating agencies, Fitch and S&P Global. The City received an AA+ issuer credit rating (ICR) from S&P Global in June 2022 and affirmed the City's rating of AA/Stable for the 2013 Refunding Certificates of Participation at the same time. The City's Electric Revenue Bonds, Series 2018A and Series 2024A, are affirmed and rated 'AA-' by Fitch and S&P in September 2024. The City's 2023 Wastewater Certificates of Participation was rated 'AAA' by S&P in September 2023. Maintaining high bond ratings has resulted in a broader market for the City's bonds and lower interest costs to the City.

Above information are available and updated annually in the City's Budget publication, in the Debt Service section, titled "Credit Rating".

**2. What is the debt service estimate change between now and the ballot measure? Is there any way to hedge should interest rates exceed assumptions used for the ballot tax statement?**

**Response:** Hedging activities are not allowed for tax-exempt bonds in accordance with Internal Revenue Service (IRS) regulations. The debt service estimated amounts are based on several assumption, including two key factors: interest rates and property assessed value. While interest rates are higher now than they were last July, the current pro-forma estimated debt service figures show a True Interest Cost (TIC) of 4.58%, which is within the estimated range used for the Measure I ballot. An assumed 4% annual growth rate on annual assessed value was used with the City's average growth of 6.37% from 2000 to 2024.

See below parameter and its language on the ballot:

*"Interest rates for each bond issue will be determined by the market, but cannot exceed 12%. Assuming the full \$400,000,000 is issued, using a projected interest rate between 4 and 5%,..."*  
(Impartial Analysis)

Each series of bonds will be issued at fixed rates, rather than variable rates, and the TIC of each series of bonds will be established at the time of bond sale. Although the County is required to levy property taxes at a rate sufficient to pay annual debt service, City staff and consultants will size each series of bonds based on the prevailing interest rates at the time bonds are sold in order to stay within the property tax rates stated in the ballot and the tax rate statement.

Despite increases in interest rates, rates continue to be near historical averages. If interest rates at the time of the first bond sale substantially exceed assumptions used for the ballot tax statement, the City's options are limited to mitigate the increase in rates. The City will have the opportunity to refund the bonds within 10 years after issuance depending on interest rates at that time.

**3. What happens if actual project expenditures exceed planned amount, including contingencies?**

**City Council Roles and Responsibilities In Connection with the Issuance of Measure I  
General Obligation Infrastructure Bonds  
Responses to Questions from the 5/27/2025 Study Session**

**Response:** Should a capital project's actual expenditures exceed budgeted amount, Department staff must reduce scope and/or identify additional or alternative funding sources for increases in appropriation by proposing such amendment for the Bond Compliance Citizens' Oversight Committee (COC) review and recommendation to the City Council, per COC by-laws, and the related budget actions will require Council approval.

**4. What is the procedure to prioritize and decide which capital projects are included in the 1<sup>st</sup> tranche of General Obligation Bonds (GO Bonds) issuance?**

**Response:** Tax-exempt bonds are meant to be issued to match cash spending needs. Federal tax laws require that, at the time bonds are issued, the City reasonably expect to spend 85% of bond proceeds within 3 years of bond issuance date. Recommended projects will be reviewed by the Capital Project Review Committee (PRC), which has depth and knowledge of the City's procurement process and order of project implementation, to be included in the proposed 1<sup>st</sup> tranche project list. The proposed list will then be reviewed by the COC to ensure its compliance to the Expenditure Plan before presented to City Council for approval (estimated in August 2025). Proposed list requires Council approval and once approved, will be budgeted and appropriated accordingly. Funding for design will be included in the capital projects budget in the 2<sup>nd</sup> and 3<sup>rd</sup> tranches of the GO Bonds issuances. Project lists for subsequent tranches will follow the same review and approval process.

**5. What is the benefit of competitive sale method, especially during a volatile interest environment, as compared to the negotiated sale method?**

**Response:** Competitive Sales are well understood to be the best practice when an issuer is selling general obligation bonds and the credit rating is high, as this sale method produces the lowest TIC. The City is a known issuer, in the investment community, of revenue pledged bonds with high credit ratings, as mention in Question No. 1 above. A general obligation bond issuance fully backed by ad valorem property taxes is very low risk and likely to generate high demand, especially in the City's case of issuing GO Bonds for the first time in decades.

Per the City's Debt Policy, should the Director of Finance conclude that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale may be considered. If the Director of Finance selects a negotiated sale solely for policy reasons, then the specific rationale and criteria for selection should be clearly specified.

In addition to the "Official Notice of Sale", a legal document distributed to potential underwriting financial institutions in a competitive sale process, a "Purchase Contract" will also be included at the same time for Council approval authorizing the GO Bonds sale. The Purchase Contract could be used if market conditions at the time the GO Bonds are sold are such that a competitive sale is determined by the City and the City's financial advisor to be inadvisable and that a negotiated sale to an underwriter would produce a more favorable financing.

The City's Debt Policy discusses bond sale methods for debt issuance and the merits of each. In a competitive sale, the Preliminary Official Statement (POS) and Official Notice of Sale are distributed to potential underwriters, who submit bids on a determined date through a secure on-line platform. The underwriter whose bid represents the lowest TIC and is in compliance with the bid parameters is awarded the bonds. In a negotiated sale, an underwriter or underwriter syndicate is selected by

**City Council Roles and Responsibilities In Connection with the Issuance of Measure I  
General Obligation Infrastructure Bonds  
Responses to Questions from the 5/27/2025 Study Session**

the issuer. The interest rates and underwriter's fee are negotiated prior to the sale, based on market conditions.

City of Santa Clara's Wastewater Revenue bonds were successfully sold via a competitive sale in October 2023, during a turbulent interest rate environment, with 10 bidders and a winning TIC of 4.31%.

**6. What is the timing and process for Preliminary Official Statement (POS) feedback from City Council?**

**Response:** A POS is a document prepared by a municipal government in connection with a new issue of securities. It includes/discloses key information such as the purpose of the issue, the structure and repayment of the debt and the financial and economic characteristics of the issuing municipality. It is distributed to potential investors and underwriters for them to make an informed decision on whether to purchase the securities.

For the GO Bonds, the City has formed a working group, including staff from City Manager's Office, City Attorney's Office, Finance, and Public Works. This group collaborates with the appointed Bond Counsel (Jones Hall) and Financial Advisor (PFM), meeting regularly, to create the POS over several months, with multiple rounds of reviews and revisions for information accuracy and proper disclosures. The completed POS will be one of the legal documents for Council approval authorizing the GO Bonds sale, together with some of the other documents mentioned in Question No. 5 above. Staff currently plans to request Council authorization in December 2025.

This Council action will appear on the regular (not consent) agenda and follow the same procedures as all other agenda items, where the Council and the public will have the opportunity to review all documents and ask questions. In addition, the Council will have the opportunity to provide feedback on the POS to staff between the time the agenda packet is distributed and the Council action.



## Agenda Report

25-401

Agenda Date: 6/10/2025

### REPORT TO COUNCIL

#### SUBJECT

Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26

#### COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

#### BACKGROUND

Measure I, which was passed by more than two-thirds of the City of Santa Clara's (the "City") voters at the November 5, 2024, General Election, authorizes the issuance by the City of general obligation bonds in the total principal amount of \$400 Million (the "Bonds") for the purpose of providing funds for the municipal capital improvements listed in the bond expenditure plan (Attachment 2) approved by the City Council. The first series of Bonds is expected to be issued in late 2025 or early 2026, which will require a property tax to be placed on the Fiscal Year 2025/26 Santa Clara County (the "County") property tax roll to provide for debt service payments of any principal or interest coming due on the Bonds in 2026.

#### DISCUSSION

California law permits the City to levy property taxes in advance of an anticipated bond issuance based on the estimated debt service requirements for the bonds by providing an adopted a resolution, including a tax rate and bond principal amount, to various County officials prior to the August deadline for finalizing the property tax assessments. City staff, working with the City's municipal advisor, PFM Financial Advisors, has estimated the principal amount of the first series Bonds as \$150 Million, and the per-parcel tax rate as \$28.70 per \$100,000 (0.0287%) of assessed value, to be assessed on all property owners. The attached resolution (Attachment 1) includes these figures and authorizes City staff to provide the resolution and any related information to the appropriate County officials.

The City Council had several questions regarding the Bonds issuance from the May 27, 2025 General Obligation Bonds Study Session. Responses to the questions are included in Attachment 3 to this report.

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental

organizational or administrative activity that will not result in direct or indirect changes in the environment.

**FISCAL IMPACT**

The per-parcel property tax levy of \$28.70 per \$100,000 (0.0287%) of assessed value in Fiscal Year 2025/26 will generate approximately \$16.80 million and support the estimated first debt service payment due in Fiscal Year 2026/27. Due to the timing of property tax payments, the levy is needed in FY 2025/26 to generate the funds for the debt service payment in FY 2026/27.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt the Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Jovan D. Grogan, City Manager

**ATTACHMENTS**

1. Draft Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26
2. Bond Expenditure Plan
3. Responses to questions and comments from the May 27, 2025 City Council Roles and Responsibilities In Connection with the Issuance of Measure I General Obligation Infrastructure Bonds Study Session



# **City Council Meeting**

**Item #11 – RTC 25-401**

**Resolution Authorizing an Ad Valorem Tax Levy Based on Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for FY2025/26**

**June 10, 2025**

# Agenda

- Measure I Background
- First tranche of General Obligation Bonds issuance
- Ad Valorem Tax Rate and Levy timeline
- Recommendation



# Measure I Background

- General Obligation Bonds administration team
  - City staff from
    - City Manager’s Office
    - City Attorney’s Office
    - Finance
  - External professional services providers confirmed by Resolution No. 24-9341\*
    - Bond Counsel: Jones Hall (Scott Ferguson)
    - Financial Advisor: PFM (Jaime Trejo)

*\*Passed on July 9, 2024, A Resolution of the City of Santa Clara, California, determining that the public interest and necessity demand the acquisition, construction and improvement of municipal improvement projects constituting public infrastructure of the City, and their financing through the issuance of General Obligation Bonds*



# Measure I Background – cont'd

- Key Actions & Timeline

Action	Estimated Timeline
1. Bond Compliance Citizens' Oversight Committee (COC) Confirmation & COC Bylaws Approval	May 27, 2025
2. Approve Ad Valorem Tax Levy for Debt Service <sup>(1)</sup>	June 10, 2025
3. Approve Updated Debt Management Policy	September 2025
4. Approve Bond Issuance and Related Documents <sup>(2)</sup>	December 2025

*(1) Annual until final maturity*

*(2) Each Bond Issuance*



# Measure I

- Ballot Measure passed in November 2024 approving the sale of up to \$400 Million of General Obligation Bonds to finance specific types of city infrastructure (passage rate of 69.41%)\*
- Projects to be funded and constructed outlined in an attached intended “Expenditure Plan”
  - Streets and Transportation (\$41,170,000)
  - Fire Stations and Emergency Response (\$142,235,450)
  - Police Facilities (\$43,987,500)
  - Parks, Library, Senior Center and Aquatic Facilities (\$115,258,750)
  - Storm Drain Improvements (\$46,000,000)
  - Historic Buildings and Beautification (\$9,200,000)
  - Bond Issuance Costs (\$2,000,000)

\*Source: [Santa Clara County voter results, November 5, 2024, Measure I](#)



# Tax Rate Statement

- The tax rate statement included in the full text of the ballot measure

## Tax Rate Statement Information

Estimated maximum tax rate during the term of repayment:	\$28.70 per \$100,000 of AV* tax year 2025-26
Estimated average tax rate during the term of repayment:	\$19.00 per \$100,000 of AV*
Total cost of repayment:	\$736,890,700

\*Assessed Value

Source: Santa Clara County November 5, 2024 General Election; <https://stgenrov.sccgov.org/voterguide/137/SC002ENG-508.pdf>

# General Obligation Bonds, Series 2026

- Resolution No. 24-9341
  - Stated the City's intention to issue bonds for public interest and necessity demand for infrastructure
  - Declared the City's intention to use GO Bonds proceeds for reimbursement of capital projects expenditures, paid prior to bond issuance, no later than 18 months after expenditure payment date or placed in service date
- Additional reimbursement timing
  - Reimbursement from GO Bonds proceeds must occur no later than 3 years after the original expenditure date
    - Or 5 years with an engineer's certificate
- First tranche of General Obligation Bonds (GO Bonds) issuance size of \$150 Million



# General Obligation Bonds, Series 2026 – cont'd

- Total estimated GO Bonds, Series 2026 Issuance = \$150 Million
- While City staff has developed the proposed phasing approach, it is subject to Council review and approval. Given the number, scale, and urgency of the infrastructure projects identified, a substantial initial tranche—estimated at \$150 million—is necessary to initiate key improvements and maintain project momentum. This approach ensures that the City can begin addressing critical needs without delay while preserving flexibility for future Council direction.
- Bond Compliance COC to review 1<sup>st</sup> tranche capital projects in early August 2025
- City Council to approve 1<sup>st</sup> tranche capital projects in late August 2025



# Pro Forma Debt Service

- Estimated Bond Statistics:
  - Net Proceeds for Projects\* \$149,125,000
  - True Interest Cost 4.58%

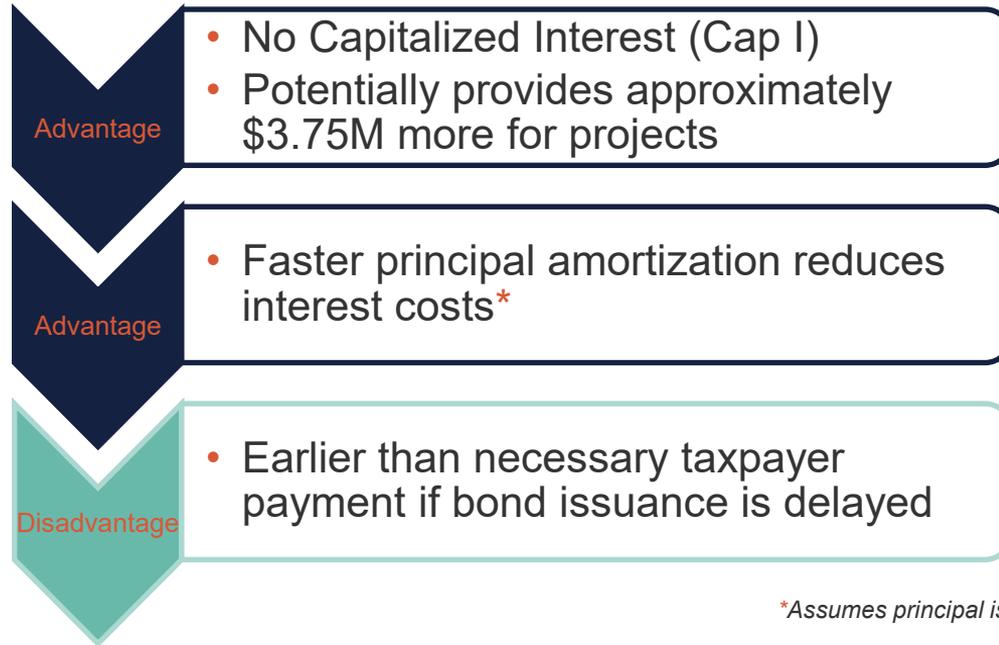
*\*Net of cost of issuances and underwriter's discount*  
*\*\* Does not account for original issue premium, which can be deposited into the debt service fund*

Period Ending	Principal	Interest	Debt Service**
8/1/2026	\$12,775,000	\$3,750,000	\$16,525,000
8/1/2027	13,045,000	6,861,250	19,906,250
8/1/2028	1,000,000	6,209,000	7,209,000
8/1/2029	1,000,000	6,159,000	7,159,000
8/1/2030	1,810,000	6,109,000	7,919,000
8/1/2031	2,215,000	6,018,500	8,233,500
8/1/2032	2,655,000	5,907,750	8,562,750
8/1/2033	2,790,000	5,775,000	8,565,000
8/1/2034	2,930,000	5,635,500	8,565,500
8/1/2035	3,075,000	5,489,000	8,564,000
8/1/2036	3,225,000	5,335,250	8,560,250
8/1/2037	3,390,000	5,174,000	8,564,000
8/1/2038	3,560,000	5,004,500	8,564,500
8/1/2039	3,735,000	4,826,500	8,561,500
8/1/2040	3,920,000	4,639,750	8,559,750
<b>Total</b>	<b>\$61,125,000</b>	<b>\$82,894,000</b>	<b>\$144,019,000</b>

Period Ending	Principal	Interest	Debt Service**
8/1/2041	4,120,000	4,443,750	8,563,750
8/1/2042	4,325,000	4,237,750	8,562,750
8/1/2043	4,540,000	4,021,500	8,561,500
8/1/2044	4,765,000	3,794,500	8,559,500
8/1/2045	5,005,000	3,556,250	8,561,250
8/1/2046	5,260,000	3,306,000	8,566,000
8/1/2047	5,520,000	3,043,000	8,563,000
8/1/2048	5,795,000	2,767,000	8,562,000
8/1/2049	6,085,000	2,477,250	8,562,250
8/1/2050	6,390,000	2,173,000	8,563,000
8/1/2051	6,710,000	1,853,500	8,563,500
8/1/2052	7,045,000	1,518,000	8,563,000
8/1/2053	7,395,000	1,165,750	8,560,750
8/1/2054	7,765,000	796,000	8,561,000
8/1/2055	8,155,000	407,750	8,562,750
<b>Total</b>	<b>\$88,875,000</b>	<b>\$39,561,000</b>	<b>\$128,436,000</b>
<b>Grand Total</b>	<b>\$150,000,000</b>	<b>\$122,455,000</b>	<b>\$272,455,000</b>

# Tax Levy in Anticipation of Bond Sale

- If the City does not levy an Ad Valorem tax in advance of its proposed GO Bonds sale in early 2026, the City would need to rely on capitalized interest to make the first debt service payment



# Tax Levy Annual Timeline

## FY2025-26 Tax Rate

- July 2025 – City files property tax request with County of Santa Clara
- November 2025 & February 2026 – Property tax payment due dates
- August 2026 & February 2027 – debt service payment dates

## FY2026-27 Tax Rate

- July 2026 – City files property tax request with County of Santa Clara
- November 2026 & February 2027 – Property tax payment due dates
- August 2027 & February 2028 – debt service payment dates

## FY2027-28 Tax Rate

- July 2027 – City files property tax request with County of Santa Clara
- November 2027 & February 2028 – Property tax payment due dates
- August 2028 & February 2029 – debt service payment dates



# Tax Levy Rate and Amount

- At this time, a tax rate of \$28.70 per \$100,000 of assessed value will generate an estimated \$16.8 Million, based on projected FY 2025/26 assessed value
- A more accurate tax levy projection, based on the tax rate, will be known when the County releases the assessed valuations for FY 2025/26 in September 2025
- Consistent with Measure I, the tax rate will be set at \$28.70 per \$100,000 of assessed value in the first year to generate adequate revenue to pay down principal



# Tax Bill Increase to Each Property Owner

- The tax bill for the largest 20 commercial property owners would increase by \$254,000, on average, in FY 2025/26, based on current AV\*
- The tax bill for a typical homeowner would increase by approximately \$202 in FY 2025/26, based on current AV\*

## Ballot Summary

Estimated maximum tax rate during the term of repayment:	\$28.70 per \$100,000 of AV* tax year 2025-26
Estimated average tax rate during the term of repayment:	\$19.00 per \$100,000 of AV*
FY 2023/24 median AV of single-family home	\$674,000
Tax per year, based on average / maximum	\$128 / \$193

\*Assessed Value

Source: Santa Clara County November 5, 2024 General Election; <https://stgenrov.sccgov.org/voterguide/137/SC002ENG-508.pdf>

# Recommendation

## Agenda Item # 11

- Adopt the Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2025/26
  - Rate shall be \$28.70 per \$100,000 of assessed value





# **City Council Meeting**

**Item #11 – RTC 25-401**

**Resolution Authorizing an Ad Valorem Tax Levy Based on Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for FY2025/26**

**June 10, 2025**



## Agenda Report

25-471

Agenda Date: 6/24/2025

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### REPORT TO COUNCIL

#### SUBJECT

Proclamation of June 2025 as Portuguese National Heritage Month

#### BACKGROUND

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

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

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

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

#### DISCUSSION

At the June 24, 2025, City Council meeting, the City Council will proclaim Portuguese National Heritage Month for June 2025 in Santa Clara. A representative from S.E.S Portuguese Hall of Santa Clara will be present to accept the proclamation.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

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

Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

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

Approved by: Jovan D. Grogan, City Manager

**ATTACHMENTS**

1. Proclamation of Portuguese National Heritage Month

City of Santa Clara  
*Proclamation*

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

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

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

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

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

**PORTUGUESE NATIONAL HERITAGE MONTH**

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

Given under my hand and the Seal of the City of Santa Clara, California, this 24th day of June 2025.



LISA M. GILLMOR  
MAYOR, CITY OF SANTA CLARA



KELLY G. COX  
VICE MAYOR, DISTRICT 6



ALBERT GONZALEZ  
COUNCILMEMBER, DISTRICT 1



RAJ CHAHAL  
COUNCILMEMBER, DISTRICT 2



KAREN HARDY  
COUNCILMEMBER, DISTRICT 3



KEVIN PARK  
COUNCILMEMBER, DISTRICT 4



SUDS JAIN  
COUNCILMEMBER, DISTRICT 5





## Agenda Report

25-600

Agenda Date: 6/24/2025

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### REPORT TO COUNCIL

#### **SUBJECT**

Recognition of the Santa Clara Women's League Donation of \$20,000 to Support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long 2025" Health & Wellness Fair and Related Budget Amendment

#### **COUNCIL PILLAR**

Deliver and Enhance High-Quality Efficient Services and Infrastructure  
Enhance Community Engagement and Transparency

#### **BACKGROUND**

For the past 40 years, the Santa Clara Women's League has hosted its annual Showtime melodrama in support of the City's Senior Center Health & Wellness Case Management Program. Due to the success of the fundraising and Showtime melodrama, the Santa Clara Women's League has offered a donation to the City in the amount of \$20,000.

In accordance with Council Policy 051 Donations to the City, the City Manager's Office has reviewed and approved the receipt of the \$20,000 donation from the Santa Clara Women's League. The donation aligns with the City's goals and objectives and is in the best interest of the City. Pending Council approval, the donation will be allocated to the Public Donations Fund to support the Senior Center's Health & Wellness Case Management Program and the "Be Strong, Live Long 2025" Health & Wellness Fair.

#### **DISCUSSION**

Per the Council Policy for donations of \$1,000 or more, the donor shall be invited to a Council Meeting to be recognized under Special Order of Business and receive a letter of acceptance and appreciation signed by the Mayor and City Manager. As such, the Santa Clara Women's League will be recognized for their donation and continued collaboration and support of City programs.

The acceptance of this \$20,000 donation will support public health education efforts, including the "Be Strong, Live Long 2025" Health & Wellness Fair. It will also help fund services such as healthcare and social service navigation systems, care management services, social engagement opportunities, educational and fitness classes, and public health screenings for older adults in the Santa Clara community.

This contribution strengthens the City's services, increases community engagement and collaboration, supports the City's senior activities, and encourages broader financial support for vital community services.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(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 \$20,000 donation from the Santa Clara Women’s League will support the Senior Center Health & Wellness Case Management Program, enabling continued delivery of public health and social services, including funding for supplies and materials used in presentations and special events. Staff recommends recognizing and appropriating the donation into the Public Donations Fund in FY 2025/26.

**Budget Amendment  
FY 2025/26**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Public Donations Fund</b>			
<u>Revenues</u>			
Donations	\$0	\$20,000	\$20,000
<u>Expenditures</u>			
Case Management Grant	\$0	\$20,000	\$20,000

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

**RECOMMENDATION**

1. Accept the donation from the Santa Clara Women’s League;
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager; and
3. Approve the FY 2025/26 budget amendment in the Public Donations Fund to recognize the Santa Clara Women’s League donation in the amount of \$20,000 and appropriate it to the Case Management Grant program **(five affirmative Council votes required to appropriate additional revenue)**.

Prepared by: Jennifer Herb, Recreation Supervisor  
Reviewed by: Damon Sparacino, Director - Parks & Recreation Department  
Approved by: Jovan D. Grogan, City Manager



# City of Santa Clara

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

## Agenda Report

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25-12

Agenda Date: 6/24/2025

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Cultural Commission - May 5, 2025

Parks & Recreation Commission - May 12, 2025

Audit Committee - March 17, 2025



# City of Santa Clara

## Meeting Minutes

### Cultural Commission

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05/05/2025

7:00 PM

Hybrid Meeting  
Santa Clara Senior Center  
Room 205  
1303 Fremont Street  
Santa Clara, CA 95050

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

Via Zoom:

<https://santaclaraca.zoom.us/j/82207705371>

Meeting ID: 82207705371

Or join by phone: 669-900-6833

#### **CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Chair Marinaro at 7:02 PM.

**Present** 5 - Vice Chair Candida Diaz, Commissioner Debra von Huene, Chair Jonathan Marinaro, Commissioner Louis Samara, and Commissioner Neetu Garg

**Absent** 1 - Commissioner Abinas Roy

**A motion was made by Commission von Huene and seconded by Commissioner Garg to excuse Commissioner Roy from the meeting**

**Aye:** 5 - Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

**Absent:** 1 - Commissioner Roy

#### **CONSENT CALENDAR**

1. [25-513](#) Action on Cultural Commission Regular Minutes of April 7, 2025

**Recommendation:** Approve the Cultural Commission Regular Meeting Minutes of April 7, 2025

**A motion was made by Commissioner Samara and seconded by Commissioner von Huene to approve the regular meeting minutes from April 7, 2025.**

**Aye:** 5 - Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

**Excused:** 1 - Commissioner Roy

### **PUBLIC PRESENTATIONS**

None.

### **GENERAL BUSINESS**

2. [25-515](#) Discuss and Update the Cultural Commission's Work Plan Goals and Objectives for FY 2024/25 and FY 2025/26

The Commission provided updates to the work plan and activities. Commissioner von Huene provided an update on the submissions for the "Call for Artist" for the Outdoor Temporary Sculpture Exhibit.

**A motion was made by Commissioner Diaz and seconded by Commissioner Samara to move "Nebula Rider" into agreement for the Outdoor Sculpture Exhibit program.**

**Aye:** 5 - Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

**Excused:** 1 - Commissioner Roy

### **STAFF REPORT**

Recreation Manager Castro shared that the June meeting agenda will include election of the Chair and Vice Chair for Fiscal Year 2025/26. In addition, it will be time to begin community outreach for the Street Dance.

### **COMMISSIONERS REPORT**

**Commissioner von Huene** attended Cirque du Soleil and recommends it. **Commissioner Marinaro** attended Zorro the opera and recommends it. **Commissioner Garg** attended the Cherry Blossom Festival in Cupertino and made contact with potential sponsors.

**ADJOURNMENT**

**A motion was made by Commissioner von Huene and seconded by Commissioner Samara to adjourn the meeting at 7:35 PM.**

**Aye:** 5 - Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

**Excused:** 1 - Commissioner Roy

The next regular meeting of the Cultural Commission is Monday, June 2, 2025 at 7:00 PM.

**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.



# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

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05/12/2025

7:00 PM

Hybrid Meeting  
Sparacino Conference Room - City Hall East Wing  
1500 Warburton Avenue  
Santa Clara, CA 95050

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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/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1>

Meeting ID: 891 4028 7145

Passcode: 863597

#### **CALL TO ORDER AND ROLL CALL**

**Commissioner Chu** called the meeting to order at 7:03 PM.

**Present** 5 - Commissioner Dana Caldwell, Vice Chair Maureen Chu, Commissioner Eversley Forte, Commissioner Derek DeMarco, and Commissioner Brittany Ricketts

**Absent** 2 - Chair Sajid Hai, and Commissioner Vikas Gupta

**Commissioner DeMarco made a motion, seconded by Commissioner Forte to excuse Chair Hai from the May 12, 2025 Parks & Recreation Commission meeting. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Absent:** 2 - Chair Hai, and Commissioner Gupta

**Commissioner Forte made a motion, seconded by Commissioner Ricketts to excuse Commissioner Gupta from the May 12, 2025 Parks & Recreation Commission meeting. The motion failed to pass.**

**Aye:** 2 - Commissioner Forte, and Commissioner Ricketts

**Nay:** 3 - Commissioner Caldwell, Vice Chair Chu, and Commissioner DeMarco

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

### **CONSENT CALENDAR**

1. [25-511](#) Action on the Parks & Recreation Commission Minutes of the April 14, 2025, Meeting

**Commissioner Forte made a motion, seconded by Commissioner DeMarco, to recommend approval of the April 14, 2025, Parks & Recreation Commission Minutes. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

### **PUBLIC PRESENTATIONS**

**None.**

### **GENERAL BUSINESS**

2. [25-566](#) Action on Applications from Non-Profit Organizations Serving Youth or Seniors in Santa Clara to Provide Volunteer Support at the 2025 Art & Wine Festival.

The five applicants include the following organizations:

- Santa Clara School Foundation,
- Santa Clara Police Activities League,
- Santa Clara Parade of Champions,
- Santa Clara High School PTSA, and
- MacDonald High School PTSA.

**Commissioner Caldwell made a motion, seconded by Commissioner Forte, to recommend approval of the five (5) applicants in support of the Art & Wine Festival. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

3. [25-562](#) Review of the FY 2025/26 & FY 2026/27 Proposed Biennial Operating Budget

**Commissioner DeMarco made a motion, seconded by Commissioner Caldwell, to note and file the FY 2025/26 & FY 2026/27 Proposed Biennial Operating Budget item for the Parks & Recreation Department. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

4. [25-560](#) Status Update on the Progress Made on the FY 2024/25 Parks & Recreation Commission's Work Plan Goals
- Goal A: Review park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources.  
*--No update.*
- Goal B.1.: Review and solicit community input on the existing City park rehabilitation projects based on the current Capital Improvement Program (CIP) Budget and schedule.  
*--No update.*
- Goal B.2.: Review residential developer proposed schematic designs for new neighborhood parks that serve new residential development.  
*--No update.*
- Goal C.1.: Host and develop recommendations for the annual Santa Clara Art & Wine Festival 2024.  
*--No update (completed)*
- Goal C.2.: Participate in Citywide Special events.  
*--No update.*
- Goal D.: Partner with at least one other commission to build upon/expand at least one existing Parks & Recreation event by adding one extra element for patrons to interact with during the event.  
*--No update.*
- Goal E.: Participate in the Parks & Recreation Master Plan Process.  
*--No update*
- Goal F.: Consider the annual budget of the Parks & Recreation Department during the budget preparation process and make recommendations with respect to the City Manager and City Council.  
*--The Commission received the presentation on the bi-annual operating budget, and informational updates on CIP projects for the Parks & Recreation Department. Goal F is now Complete.*
5. [25-563](#) Elect a Chair and Vice Chair of the Parks & Recreation Commission for FY 2025/26
- Commissioner Forte made a motion, seconded by Commissioner Caldwell to nominate Commissioner Chu as Chair of the Parks & Recreation Commission for FY 2025/26. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

**Commissioner Forte made a motion, seconded by Commissioner Caldwell to continue the election of the Vice Chair to the next regular meeting of the Parks & Recreation Commission on June 9, 2025. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

## **STAFF REPORT**

### **Recreation Manager Castro**

Recreation Manager Castro announced that a ticketing software system is back for the performing arts. She mentioned that there will be a recital next weekend, which will have close to 600 dancers--parking will be limited. This month, she highlighted the Youth Resident Card, a membership to the Youth & Teen Center for \$30/year. Residents of Santa Clara who are 18 and under can have access to recreation swimming, after school care, drop-in play at Reed & Grant, and access of the skate park. She also provides a breakdown of the Art & Wine Festival expenses, encouraged the commissioners to volunteer for the Festival that weekend, and review the bands that will be performing.

### **Deputy Director Seale**

Deputy Director Seale provided an update that the Warburton Park Playground Rehabilitation Project will be going to Council on May 13 for approval of the schematic design.

**COMMISSIONERS REPORT****Commissioner Caldwell**

Commissioner Caldwell is upping his workouts at the Senior Center. He walked through Maywood Park and noticed the sprinklers have been on more often and that there is excess runoff. Deputy Director Seale made a note to connect with the parks managers about this.

**Commissioner Chu**

Commissioner Chu thanked staff for the bringing back the ticketing system. She mentioned that her daughter will be participating in the dance recital on Friday and will be backstage to help with the little kids on Saturday.

**Commissioner DeMarco**

Commissioner DeMarco's daughter will be in the Broadway Banana Dance recital. He also visited some parks.

**Commissioner Forte**

Commissioner Forte attended the Health & Wellness Fair and noted that there were a lot of vendors.

**Commissioner Ricketts**

Commissioner Ricketts is excited to be back.

**ADJOURNMENT**

**Commissioner DeMarco made a motion, seconded by Commission Caldwell to adjourn the Parks & Recreation Meeting at 8:47 PM until the next regular meeting on June 9, 2025, in the Sparacino Conference Room at City Hall.**

**Aye:** 5 - Commissioner Caldwell, Vice Chair Chu, Commissioner Forte, Commissioner DeMarco, and Commissioner Ricketts

**Excused:** 1 - Chair Hai

**Absent:** 1 - Commissioner Gupta

**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.



# City of Santa Clara

## Meeting Minutes

### Audit Committee

03/17/2025

4:00 PM

Hybrid Meeting  
Council Conference Room/Virtual  
City Hall - East Wing  
1500 Warburton Avenue  
Santa Clara, CA 95050

**Committee Member Chahal will be participating remotely from the following location:**

**Hotel Antilia by Zion**

**NH-44, Ambala - Delhi Rd, Bahalgarh, Joshi Chohan, Sonipat, Haryana 131021 India**

**Present** 3 - Chair Karen Hardy, Member Raj Chahal, and Member Albert Gonzalez

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

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

Please click this URL to join: <https://santaclaraca.zoom.us/j/99199624617>

Webinar ID: 991 9962 4617

Or join by phone:

US: +1 669 900 6833

#### **CALL TO ORDER AND ROLL CALL**

**Chair Hardy** called the meeting to order at 4:06 PM.

#### **CONSENT CALENDAR**

1. [25-321](#) Action on Audit Committee Minutes of November 21, 2024

**Recommendation:** Approve the Audit Committee minutes of November 21, 2024.

**A motion was made by Committee Member Gonzalez, seconded by Committee Member Chahal, to approve the Audit Committee Minutes of November 21, 2024. The motion carried by the following vote:**

**Aye:** 3 - Chair Hardy, Member Chahal, and Member Gonzalez

#### **PUBLIC PRESENTATIONS**

None

**GENERAL BUSINESS**

2. [25-322](#) Overview of the Single Audit Report for Fiscal Year Ended June 30, 2024

**Recommendation:** Accept the Single Audit Report for Fiscal Year Ended June 30, 2024 and recommend that the reports are forwarded to note and file to the full Council at the March 25, 2025 Council and Authorities Concurrent meeting.

**Director Kenn Lee** gave an introduction.

**Auditor, Amy Meyer, Maze & Associates**, gave a PowerPoint presentation.

Committee Members' questions and comments were raised throughout the presentation.

**City Manager Jovan Grogan, Director Lee, and Auditor Meyer** addressed the Committee Member's questions and comments.

**A motion was made by Member Gonzalez, seconded by Member Chahal, to accept the Single Audit Report for Fiscal Year Ended June 30, 2024 and recommend that the reports are forwarded to note and file to the full Council at the March 25, 2025 Council and Authorities Concurrent meeting. The motion carried by the following vote:**

**Aye:** 3 - Chair Hardy, Member Chahal, and Member Gonzalez

**ADJOURNMENT**

**Chair Hardy** adjourned the meeting at 4:42 PM.

Future Audit Committee Meetings will be scheduled at a later date.

**MEETING DISCLOSURES**

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## Agenda Report

25-689

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on Monthly Financial Status and Investment Reports for April 2025 and Approve the Related Budget Amendments

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for April 2025 are submitted for your information. The financial reviews, as of April 30, 2025, provide a year-to-date financial update to the City Council for fiscal year 2024/25. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Amended Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Report provide the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summaries for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the report.

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

#### DISCUSSION

##### Monthly Financial Status Report (Attachment 1)

The attached Monthly Financial Status Report summarizes the City's financial performance as of April 30, 2025 (Attachment 1). This report provides financial analysis for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues (excluding transfers) at 84.2% of the budget through April 2025. Revenues are currently tracking to exceed budgeted levels with higher collections in several categories, including Sales Tax, Property Tax, Transient Occupancy Tax, and Intergovernmental revenues.

As shown in Attachment 1, General Fund expenditures (excluding transfers) were at 77.8% of budget

through April 2025, which is below the par level of 83.3%. Overall, expenditures are tracking to end the year with savings.

As shown in Attachment 1, total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 86.5% of the budget through April 30, 2025, while total expenses were at 71.4%.

In the month of April, donations of \$3,302 were received, bringing total donations to \$31,856.

The Spring 2025 UCLA Anderson Forecast points to significant uncertainty related to trade, fiscal policy, and geopolitical risk with the new administration. The Forecast predicts higher unemployment and higher prices in 2025 with some potential upside in 2027 and beyond.

On a national level, the unemployment rate remained unchanged at 4.2% between April 2025 and May 2025. The number of unemployed persons totaled 7.2 million, consistent with April numbers. In the second estimate for the first quarter 2025, the Gross Domestic Product (GDP) decreased at an annual rate of 0.2%, following a GDP increase of 2.4% in the fourth quarter 2024.

The California unemployment rate remain unchanged at 5.3% between March and April 2025. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.9% in April 2025, down slightly from a revised 4.1% in March 2025, but slightly above the April 2024 estimate of 3.8%.

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

### **Monthly Investment Report (Attachment 2)**

All securities held by the City of Santa Clara as of April 30, 2025, were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for April 2025 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 4.11% in April.

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

### **ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. The recommended budget adjustments are described in Attachment 3 and summarized below:

- General Fund - increases to revenue estimates in various categories including sales tax, Stadium Authority excess revenue, and Stadium Authority performance rent. The majority of this additional revenue is applied to the ending fund balance as these funds were assumed in the development of the FY 2025/26 Adopted Operating Budget and used to increase the Budget Stabilization Reserve to 25%, with the remaining funds used to offset other recommended budget actions. Budget amendments are included for the City Clerk's Office, Finance Department, and Fire Department budgets. Several net-zero actions are also recommended, including: an increase the Non-Departmental Stadium budget offset by an increase the Stadium reimbursement revenue; the recognition of proceeds from the sale of the Hyatt property offset by an increase to the Land Sale Reserve; an increase the property tax administration budget offset by additional property tax; the recognition of other fees for services and wildland reimbursement revenue offset by an increase to the Fire Department budget; recognition of rental revenue for the Youth Soccer Park offset by a transfer to the Parks and Recreation Capital Fund; and an increase in the Accrued Liability Reserve offset by a reduction in the Non-Departmental budget for separation payouts.
- Building Special Programs and Training Fund - recognizes and appropriates higher than anticipated license/permitting revenue to the Community Development's Building Division budget for increases in training;
- Cemetery Fund - recognizes interest earnings transfers from the Endowment Care and Perpetual Care Fund and increases to the ending fund balance;
- Electric Operating Grant Trust Fund - transfer funds to the Vehicle Replacement Fund based on increased reimbursement costs for the purchase of electric vehicles, offset by the ending fund balance;
- Electric Utility Capital Fund - increases the Replace Balance of Plant Control System project, decreases the Grizzly Tap Line Repairs and Northwest Loop Capacity Upgrade projects and increases the ending fund balance;
- Electric Utility Debt Service Fund - increases the bond proceeds estimate and appropriates them to the administrative costs budget;
- Electric Utility Fund - increases the Charges for Services estimate and increases the Operations and Maintenance Reserve and the Rate Stabilization Reserve;
- Endowment Care Fund - increases the interest earnings estimate and increases the transfer to the Cemetery Fund;
- Fire Development Services Fund - recognizes other fees for services revenue and appropriates the funding to the Fire Department;
- Fire Operating Grant Trust Fund - recognizes and appropriates reimbursement revenue for training and urban search and rescue deployment, and adjusts the Staffing for Adequate Fire and Emergency Response grant budget;
- Parks and Recreation Capital Fund - recognizes a transfer from the General Fund from Youth Soccer Park rental revenue and establishes the Youth Sports Park Capital Improvement project; recognizes Mitigation Fee Act and Quimby Act revenue, increases the Park Impact Monitoring and Parkland Acquisition projects and the ending fund balances for unallocated Mitigation Fee Act Fees and Quimby Act Fees;

- Parks and Recreation Operating Grant Trust Fund - recognizes and appropriates funding for Santa Clara County Fireworks grant program;
- Perpetual Care Fund - increases the interest earnings estimate and increases the transfer to the Cemetery Fund;
- Public Donations Fund - increases the other revenue estimate and appropriates the funding to support programs for Seniors;
- Public Facilities Financing Corporation Fund - increases the interest earnings estimate and the interest expense for the 2013 Certificates of Participation payments;
- Sewer Utility Fund - increases the interest earnings estimate and increases the right-of-way expense appropriation;
- Streets and Highways Capital Fund - increases the revenue from the Caltrans Bridge Preventive Maintenance Program and appropriates the funding to the Bridge Maintenance Program project;
- Vehicle Replacement Fund - recognizes a transfer from the Electric Operating Grant Trust Fund and appropriates the funding to the capital outlay budget;
- Water Recycling Fund - increases the Charges for Services estimate, increases the resource and production budget and decreases the Operations and Maintenance Reserve; and
- Water Utility Capital Fund - increases to the Asset Management Program, SCADA Improvements, and Tank Rehabilitation projects and decreases the unrestricted ending fund balance.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2025 as presented; and
2. Approve the FY 2024/25 Budget Amendments in the following funds (as detailed in the Fiscal Impact Section of the staff report and Attachment 3 to the staff report):
  - a. General Fund: increases to revenue including sales tax, property tax, other agencies revenue, rent revenue, Stadium Authority excess revenue, performance rent, and charges for services, increases to various departmental budgets including the City Clerk's Office, Finance Department, Fire Department, and Non-Departmental, an increase to the Parks and Recreation Capital Fund, and increases to the Land Sale Reserve, Accrued Liability Reserve, and Ending Fund Balance, with a net impact of \$20,746,435;
  - b. Building Special Programs and Training Fund: increase of license/permit revenue and increase to the Community Development Department's Building Division training budget, with a net impact of \$7,000;
  - c. Cemetery Fund: increases the transfers from the Endowment and Perpetual Care Funds and

- increase to ending fund balance, with a net impact of \$81,500;
- d. Electric Operating Grant Trust Fund: increases the transfer to the Vehicle Replacement Fund and decreases ending fund balance-greenhouse gas program, with a net impact of \$0;
  - e. Electric Utility Capital Fund: adjustments to multiple capital projects and an increase to the ending fund balance, with a net impact of \$0;
  - f. Electric Utility Debt Service Fund: increases to bond proceeds and administrative costs, with a net impact of \$585,113;
  - g. Electric Utility Fund: increase in charges for services offset with increases to the Operations and Maintenance Reserve and Rate Stabilization Reserve, with a net impact of \$25,000,000;
  - h. Endowment Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of \$80,000;
  - i. Fire Development Services Fund: recognition of other fees for services and appropriate the funds to the Fire Department, with a net impact of \$250,000;
  - j. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue and reimbursements for the Fire Department, with a net impact of \$438,178;
  - k. Parks and Recreation Capital Fund: recognition of a transfer from the General Fund to establish the Youth Soccer Parks Capital Improvement project; recognition of Mitigation Fee and Quimby Act revenue and increases to the Park Impact Fees Monitoring and Parkland Acquisition projects and ending fund balances for unallocated Mitigation Fee Act Fees and Quimby Act Fees, with a net impact of \$4,456,644;
  - l. Parks and Recreation Operating Grant Trust Fund: recognition and appropriation of a grant from the County of Santa Clara for the July 4<sup>th</sup> Fireworks, with a net impact of \$5,000;
  - m. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of \$1,500;
  - n. Public Donations Fund: recognition and appropriation of donation revenue to support program for Seniors, with a net impact of \$6,100;
  - o. Public Facilities Financing Corporation Fund: increase in interest earnings and interest expense, with a net impact of \$1,500;
  - p. Sewer Utility Fund: increase to the estimate for interest earnings and increase for right of way expense appropriation, with a net impact of \$100,000;
  - q. Streets and Highways Capital Fund: recognition and appropriation of revenue for the Bridge Maintenance Program project, with a net impact of \$262,360;
  - r. Vehicle Replacement Fund: transfer from the Electric Utility Fund for capital outlay, with a net impact of \$120,232;
  - s. Water Recycling Fund: increase to charges for services, increase to resource and production partially offset by a decrease in the Operations and Maintenance Reserve, with a net impact of \$360,000; and
  - t. Water Utility Capital Fund: increases to various capital projects offset by ending fund balance, with a net impact of \$0.

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

### **ATTACHMENTS**

1. Monthly Financial Status Report - April 2025
2. Monthly Investment Report - April 2025
3. FY 2024/25 Budget Amendments



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY FINANCIAL STATUS REPORT**

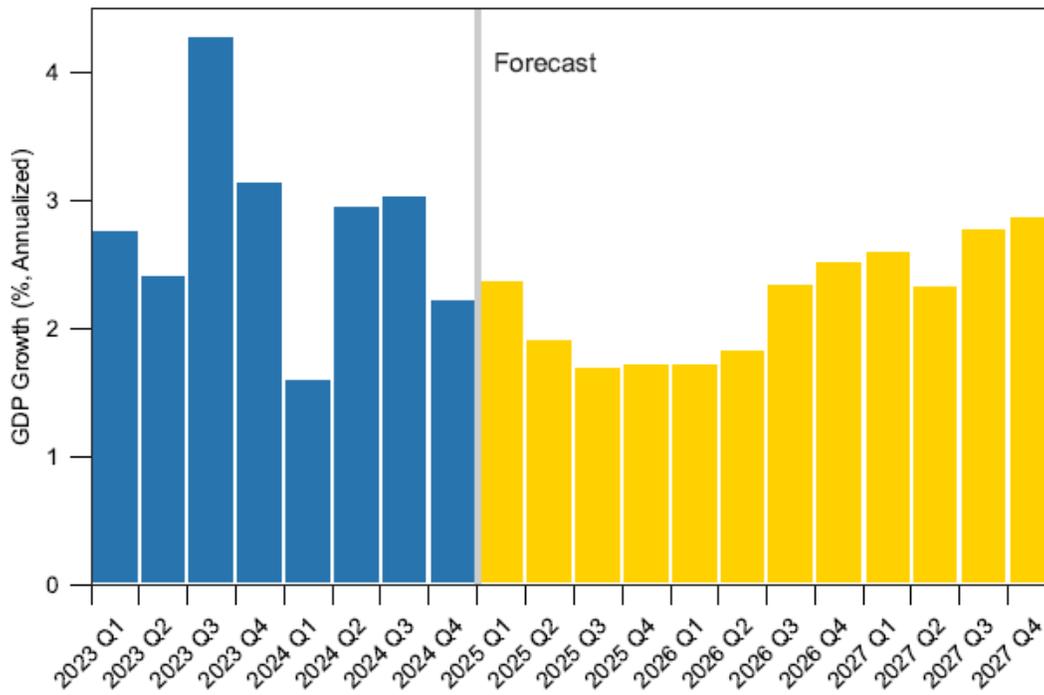
**April 2025**

This report summarizes the City’s financial performance for the month ended April 30, 2025. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

### Economic Outlook

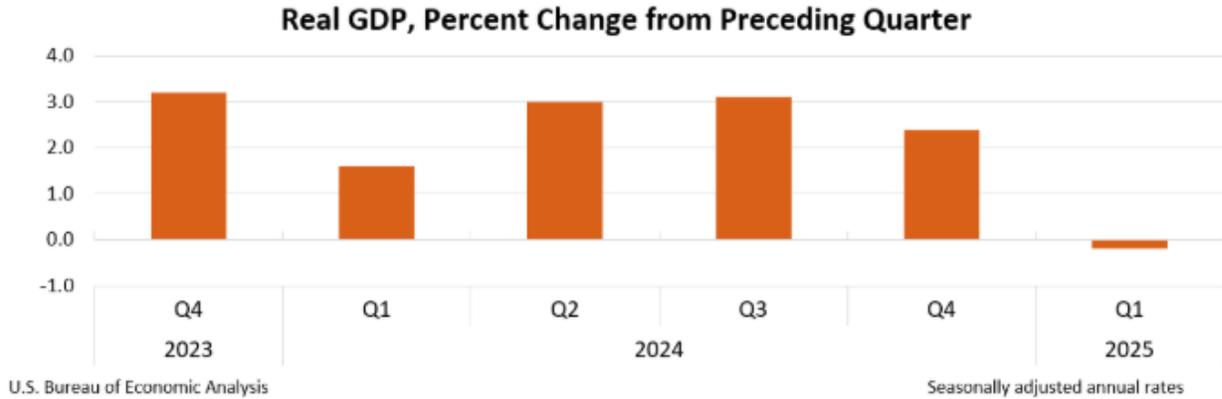
In its Spring 2025 Forecast, the UCLA Anderson Forecast points to significant uncertainty related to trade, fiscal policy, and geopolitical risk with the new administration. The Forecast predicts higher unemployment and higher prices in 2025 with some potential upside in 2027 and beyond. “As a result of the combined effects of deportations and tariffs, we expect GDP and productivity growth to decline in late 2025 by about 1 percentage point and to recover by the end of 2026. (2025Q1 negative productivity growth is due to U.S. Census data adjustment to the size of the labor supply.) The unemployment rate will simultaneously rise and hit 4.5% by the first quarter of 2026 and gradually recover afterwards to 4.0% in 2027. We expect Inflation to remain elevated around 3 percent throughout 2025 and 2026. Tariffs will be the main cause of higher prices in 2025, while deportations will drive prices in 2026 via higher food and wage inflation of around 4 percent.”<sup>1</sup>

### U.S. Quarterly Real GDP Growth Forecast (UCLA Spring 2025 Economic Forecast)

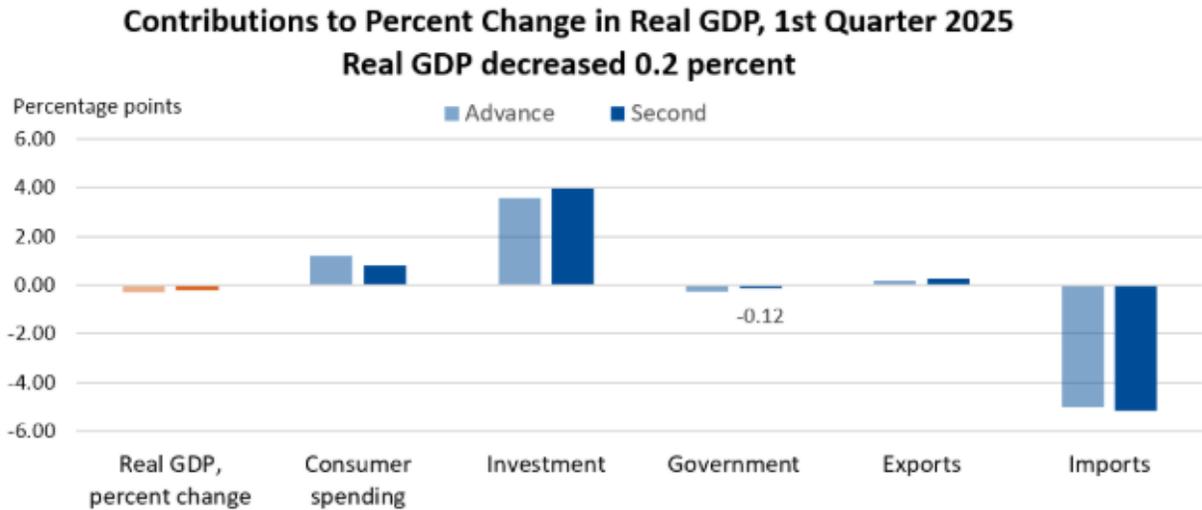


<sup>1</sup> UCLA Anderson Forecast Spring 2025 Economic Forecast, “A Tariff Amount of Uncertainty”, Clement Bohr

In the first quarter 2025 second estimate, the Gross Domestic Product (GDP) decreased at an annual rate of 0.2%, following a GDP increase of 2.4% in the fourth quarter.



The decrease in the real GDP is a result of an increase in imports and decrease in government spending, partially offset by increases in investment, consumer spending, and exports.<sup>2</sup>

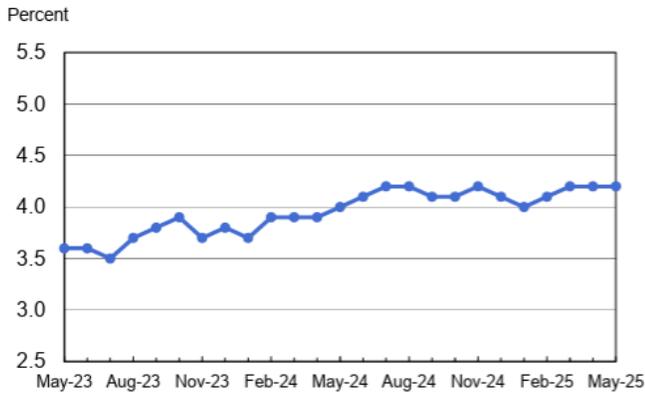


Note. Imports are a subtraction in the calculation of GDP; thus, an increase in imports results in a negative contribution to GDP.  
U.S. Bureau of Economic Analysis  
Seasonally adjusted annual rates

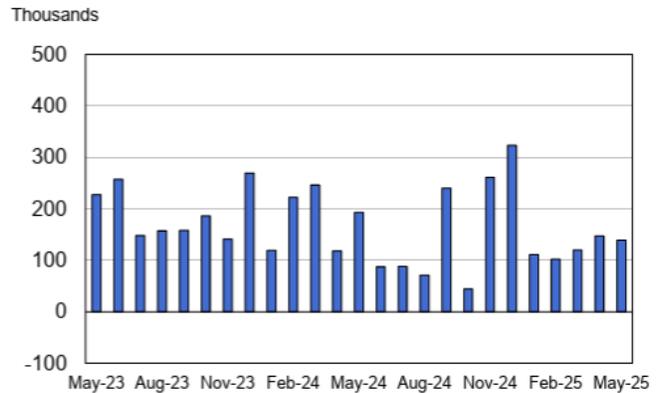
<sup>2</sup> <https://www.bea.gov/news/2025/gross-domestic-product-second-estimate-corporate-profits-preliminary-estimate-1st-quarter>

On a national level, the unemployment rate remained unchanged at 4.2% between April 2025 and May 2025. In May, the number of unemployed persons totaled 7.2 million, consistent with April levels.<sup>3</sup>

**Chart 1. Unemployment rate, seasonally adjusted, May 2023 – May 2025**



**Chart 2. Nonfarm payroll employment over-the-month change, seasonally adjusted, May 2023 – May 2025**



At the state level, the California unemployment rate remained unchanged at 5.3% between March and April 2025. This rate is slightly higher compared to the 5.2% rate in April 2024. Over the past year, California employers have added 68,000 nonfarm jobs.<sup>4</sup>

The Spring 2025 UCLA Anderson Forecast for California assumes the state’s economy will grow at about the same rate as the U.S. in 2025 and 2026 and slightly faster in 2027. “The unemployment rate for the 1st quarter of this year is expected to average 5.5%, and the average for 2025, 2026 and 2027 is expected to be 5.7%, 5.2% and 4.8% respectively. Our forecast for 2025, 2026, and 2027 is for total employment growth rates to be 0.5%, 1.2%, and 1.1%. Non-farm payroll jobs are expected to grow at a 1.1%, 0.9%, and 1.7% rate during the same three years. Real personal income is forecast to grow by 2.5% in 2025, 2.4% in 2026 and 2.9% in 2027. Higher interest rates, shortages of construction labor, and the rebuilding of damaged and destroyed homes lowered our residential construction forecast from December. Our expectation is for permitted new units to be 102K this year and grow to 127K by the end of 2027. Needless to say, this level of home building means that the prospect of the private sector building out of the housing affordability problem over the next three years is nil.”<sup>5</sup>

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.9% in April 2025, down slightly from a revised 4.1% in March 2025, but slightly above the April 2024 estimate of 3.8%. Between April 2024 and April 2025, employment in this region decreased by 1,400 jobs, or 0.1%. Notable employment reductions were in professional and business services (down 4,500 jobs), manufacturing (down 3,900 jobs), and leisure and hospitality (down 2,100

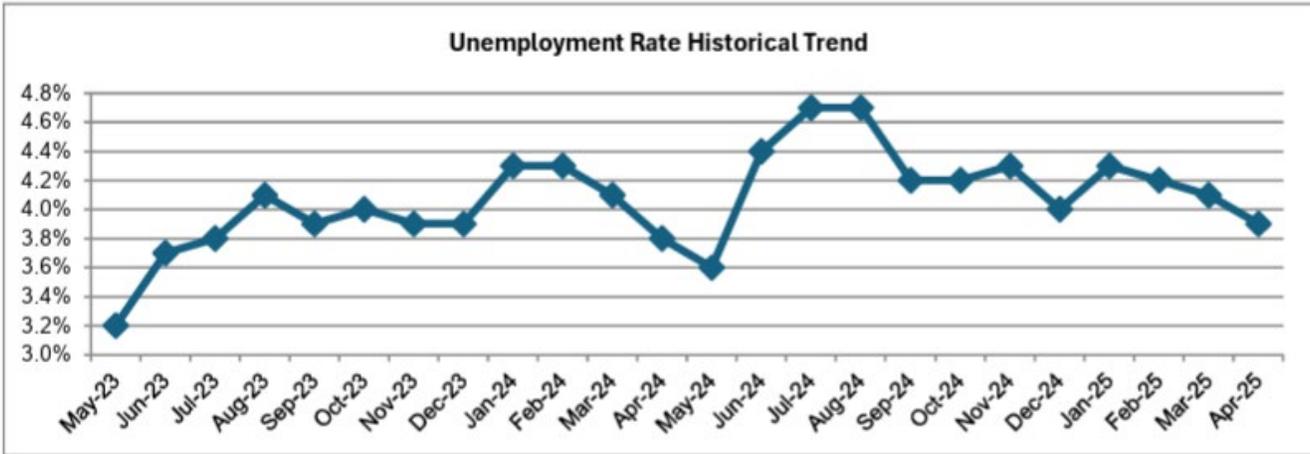
<sup>3</sup> <https://www.bls.gov/news.release/pdf/empsit.pdf>

<sup>4</sup> [https://edd.ca.gov/en/about\\_edd/news\\_releases\\_and\\_announcements/unemployment-april-2025/](https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-april-2025/)

<sup>5</sup> UCLA Anderson Forecast Spring 2025 Economic Forecast, “California After the Election: Part Duex”, Jerry Nickelsburg

jobs). The largest increases were in health care and social assistance (up 8,200 jobs) and government (up 2,700 jobs).<sup>6</sup>

### San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area



### General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2024/25 was \$310.7 million. The amended budget for revenues and expenditures was adjusted to \$328.4 million to reflect carryover encumbrances from fiscal year 2023/24 and various budget amendments approved by the City Council through April 2025. Amendments approved by the City Council as part of the FY 2023/24 Budget Year-End Report are also reflected in the tables of this report.

General Fund revenues are tracking to exceed the budget and expenditures are tracking to end the year with savings.

<sup>6</sup> [https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

Financial Status Report as of April 30, 2025

General Fund Revenues

As of April 30, 2025, \$256.4 million or 84.2% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$23.8 million have occurred as budgeted. Overall, revenues are projected to exceed the budget due to strong performance in several categories as discussed below.

CITY OF SANTA CLARA  
GENERAL FUND  
REVENUE OVERVIEW AND COMPARISON BY TYPE

Function	FISCAL YEAR 2024/25				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 04/30/2025	Percentage Received	Actual Through 04/30/2024	\$ Change From Prior Year	Percentage Change
<b>TAXES</b>							
Sales Tax	\$ 62,900,000	\$ 62,900,000	\$ 48,959,932	77.84%	\$ 39,772,451	\$ 9,187,481	23.10%
Property Tax	94,391,000	94,391,000	71,802,154	76.07%	78,272,203	(6,470,049)	-8.27%
Transient Occupancy Tax	22,850,000	22,850,000	18,970,550	83.02%	16,169,243	2,801,307	17.32%
Other Taxes	6,950,000	6,950,000	4,720,691	67.92%	4,636,976	83,715	1.81%
<b>Total Taxes</b>	<b>187,091,000</b>	<b>187,091,000</b>	<b>144,453,327</b>	<b>77.21%</b>	<b>138,850,873</b>	<b>5,602,454</b>	<b>4.03%</b>
<b>LICENSES &amp; PERMITS</b>							
Business Licenses	6,000,000	6,000,000	5,021,923	83.70%	3,918,700	1,103,223	28.15%
Fire Operation Permits	2,010,000	2,010,000	1,798,701	89.49%	1,482,991	315,710	21.29%
Miscellaneous Permits	55,000	55,000	74,227	134.96%	18,210	56,018	307.63%
<b>Total Licenses &amp; Permits</b>	<b>8,065,000</b>	<b>8,065,000</b>	<b>6,894,851</b>	<b>85.49%</b>	<b>5,419,901</b>	<b>1,474,951</b>	<b>27.21%</b>
<b>FINES &amp; PENALTIES</b>	<b>1,452,000</b>	<b>1,452,000</b>	<b>1,860,183</b>	<b>128.11%</b>	<b>2,101,618</b>	<b>(241,435)</b>	<b>-11.49%</b>
<b>INTERGOVERNMENTAL</b>	<b>970,000</b>	<b>2,086,333</b>	<b>4,582,816</b>	<b>219.66%</b>	<b>597,356</b>	<b>3,985,460</b>	<b>667.18%</b>
<b>CHARGES FOR SERVICES</b>	<b>30,829,954</b>	<b>31,136,862</b>	<b>28,700,639</b>	<b>92.18%</b>	<b>27,302,279</b>	<b>1,398,360</b>	<b>5.12%</b>
<b>SILICON VALLEY POWER TRANSFER</b>	<b>34,500,000</b>	<b>34,500,000</b>	<b>29,554,249</b>	<b>85.66%</b>	<b>27,425,209</b>	<b>2,129,040</b>	<b>7.76%</b>
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest	6,212,000	6,212,000	4,503,122	72.49%	2,195,628	2,307,494	105.09%
Rent	13,028,187	13,028,187	10,209,880	78.37%	10,216,907	(7,027)	-0.07%
<b>Total Use of Money &amp; Property</b>	<b>19,240,187</b>	<b>19,240,187</b>	<b>14,713,002</b>	<b>76.47%</b>	<b>12,412,535</b>	<b>2,300,467</b>	<b>18.53%</b>
<b>MISCELLANEOUS REVENUES</b>	<b>215,550</b>	<b>215,550</b>	<b>486,354</b>	<b>225.63%</b>	<b>530,923</b>	<b>(44,569)</b>	<b>-8.39%</b>
<b>OTHER FINANCING SOURCES</b>							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	6,964,827	13,950,549	13,950,549	100.00%	8,097,132	5,853,417	72.29%
Operating Transfer In - Fund Balances <sup>(1)</sup>	6,162,369	6,162,369	6,162,369	100.00%	4,759,683	1,402,686	29.47%
Operating Transfer In - Miscellaneous	575,821	2,201,534	2,201,534	100.00%	746,044	1,455,490	195.09%
<b>Total Other Financing Sources</b>	<b>15,157,017</b>	<b>23,768,452</b>	<b>23,768,452</b>	<b>100.00%</b>	<b>15,056,859</b>	<b>8,711,593</b>	<b>57.86%</b>
<b>STADIUM OPERATION</b>							
Charges for Services	11,705,481	12,023,104	17,523,231	145.75%	11,410,102	6,113,129	53.58%
Rent and Licensing	1,472,000	8,796,722	7,612,194	86.53%	250,000	7,362,194	2944.88%
<b>Total Stadium Operation</b>	<b>13,177,481</b>	<b>20,819,826</b>	<b>25,135,425</b>	<b>120.73%</b>	<b>11,660,102</b>	<b>13,475,323</b>	<b>115.57%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 310,698,189</b>	<b>\$ 328,375,210</b>	<b>\$ 280,149,298</b>	<b>85.31%</b>	<b>\$ 241,357,655</b>	<b>\$ 38,791,644</b>	<b>16.07%</b>

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

### General Fund Revenues

**Sales Tax:** The City of Santa Clara sales tax rate is 9.125%, of which the City receives 1.0%. As of April 30, 2025, \$49 million has been collected, which is 23.1% higher than prior year collection levels. Given the timing of payments, the sales tax payments through April account for actual activity from July through December (\$39.4 million) and advance payments for January (\$4.4 million) and February (\$4.6 million). In addition, \$0.6 million has been received for the Proposition 172 Public Safety Sales Tax, which is consistent with the prior fiscal year.

In the first quarter of FY 2024/25 (July – September activity) receipts totaled \$19.2 million, which was well above the prior year receipts of \$15.1 million for the first quarter of FY 2023/24. Receipts of \$20.2 million in the second quarter of FY 2024/25 (October – December 2024 activity) also significantly exceeded the \$14.5 million collected in the same quarter last fiscal year. While not reflected in the data through April, the City received the true-up payment for the third quarter of FY 2024/25 (January – March 2025) in May. General sales tax receipts in the third quarter totaled \$20.5 million and were up 40% from the same quarter in the prior fiscal year. Overall, through the first three quarters of the fiscal year, collections were up an unprecedented 35% from the prior fiscal year. To better understand this performance, staff has been working with the City's sales tax consultant, Avenu Insights/MuniServices and also contacted the California Department of Tax and Fee Administration for feedback. This growth reflects large one-time transactions from multiple taxpayers in each of the three quarters. In addition, there are a few top taxpayers that had significantly increased revenues in those quarters. The City also received larger proportional shares from the countywide pool as a result the increased allocations.

Given the very strong performance to date, collections are tracking to significantly exceed the budget estimate of \$62.9 million by \$15 million - \$18 million. A portion of this excess revenue was assumed for use in the development of the FY 2025/26 and FY 2026/27 Adopted Operating Budget. Additional funding is also recommended to support current year budget needs as brought forward in the budget amendments included in this report.

**Property Tax:** \$71.8 million in property tax receipts were received through April 2025, or 76.1% of the budget. The majority of property tax revenue is collected in the second half of the fiscal year. Based on latest information from the County of Santa Clara, property tax receipts are projected to end the year at \$96.9 million, which is above the Adopted Budget estimate of \$94.4 million. The revenue from the Successor Agency sale of the Hyatt Hotel parcel that generated approximately \$2.3 million for the City of Santa Clara is reflected in the Intergovernmental category below.

**Transient Occupancy Tax (TOT):** TOT is calculated as a percentage of City hotel/motel room charges. On January 1, 2025, the City's TOT rate was increased from 12.5% to 13.5%. Through April 30, 2025, approximately \$18.9 million was received, or 83% of the budget. This collection level was 17.3% above the \$16.2 million received through April of the prior fiscal year. Growth of 2.2% is needed to meet the budgeted estimate of \$22.9 million. Receipts are tracking to exceed the budget estimate by approximately \$3 million.

**Other Taxes:** Includes franchise tax and documentary transfer tax. The City has collected approximately \$4.7 million through April, including \$3.8 million in franchise taxes and \$0.9 million in documentary transfer taxes. This collection level is consistent with last fiscal year levels and is tracking close to the budget estimate.

**Licenses & Permits:** Includes business licenses, fire operation permits, and miscellaneous permits and fees. Revenue collections are tracking above par with receipts totaling \$6.9 million, or 85.5% of the \$8.1 million budget. This reflects strong growth in the majority of the categories with the largest collections in the business license tax category. Effective FY 2023/24, the City implemented a new business license tax methodology which is reflected in the receipts recorded this fiscal year totaling \$5.0 million, or 83.7% of the budget. Business license tax receipts are expected to end the year close to the estimate of \$6.0 million.

**Fines & Penalties:** Includes vehicle, parking, court fines, and miscellaneous penalty fines. Through April, revenue in this category totaled \$1.9 million which is lower than prior year collection levels of \$2.1 million but above the annual budget of \$1.5 million.

**Intergovernmental:** Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement, fire-related grants and reimbursements, and redistribution of land sale proceeds and ground leases from the Successor Agency. Through April, approximately \$4.6 million has been collected, exceeding the \$2.1 million budget. The significant increase in collections in this category is due to the sale of the Hyatt land, accounting for \$2.3 million. The proceeds from the sale are recommended to be allocated to the Land Sale Reserve as part of this report. Additionally, a portion of the revenue in this category is attributed to Fire wildland deployment reimbursements. As part of this report, \$593,000 of additional reimbursements are being recognized and allocated to the Fire Department.

**Charges for Services:** Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through April, collections totaled approximately \$28.7 million or 92.2% of the budget. This reflects a 5.1% increase compared to last year's collections, primarily due to higher receipts from miscellaneous fees and interdepartmental charges.

**Silicon Valley Power Transfer:** In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. Transfers throughout the year are based on the budgeted estimate and will be trued up at the end of the fiscal year based on actual performance.

**Use of Money & Property:** Includes realized investment income and rental income. Through April, \$14.7 million has been collected, or 76.5% of the budget. This collection level is 18.5% above the \$12.4 million received last fiscal year primarily due to higher right-of-way and interest earnings collected in the current year.

**Miscellaneous Revenues:** Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through April, collections total \$0.5 million, which is slightly lower than prior year collection levels but above the budget estimate of \$0.2 million.

**Stadium Operation:** Through April 30, 2025, approximately \$25.1 million has been collected through charges for services and rent. Of this amount, \$7.3 million represents settlement funds related to performance-based rent from FY 2022/23 and FY 2023/24 and \$6.2 million represents the Stadium Authority's year-end excess revenue distribution to the City's General Fund. The use of the excess revenue was assumed in the development of the FY 2025/26 and FY 2026/27 Adopted Operating Budget and an associated budget action is recommended in this report to recognize those funds. A budget action is also included to recognize and appropriate reimbursements from the Bay Area Host Committee for costs incurred and remaining costs anticipated for Super Bowl LX and FIFA World Cup 2026 events planning and training.

### General Fund Expenditures

As of April 30, 2025, \$261.3 million or 79.6% of the General Fund operating budget had been expended, which is higher than prior year expenditure levels. Excluding transfers, expenditures totaled \$234.6 million, or 77.8% of the budget, which is below par (83.3% through April). Transfers of \$26.7 million have occurred as budgeted. Overall, expenditures in the General Fund are tracking to end the year with savings.

#### CITY OF SANTA CLARA GENERAL FUND EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

Function	FISCAL YEAR 2024/25				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 04/30/2025	Percentage Used	Actual Through 04/30/2024	Change From Prior Year	Percentage Change
<b>GENERAL GOVERNMENT</b>							
Non-Departmental	\$ 17,622,136	\$ 18,852,222	\$ 11,758,804	62.37%	\$ 10,416,504	\$ 1,342,300	12.89%
City Council	1,196,923	1,196,923	917,110	76.62%	937,748	(20,638)	-2.20%
City Clerk	2,102,267	2,186,267	1,932,238	88.38%	1,235,820	696,418	56.35%
City Manager	8,222,051	8,080,316	3,652,413	45.20%	3,573,767	78,646	2.20%
City Attorney	3,357,661	3,440,037	2,463,586	71.62%	2,365,821	97,765	4.13%
Human Resources	4,845,256	5,377,027	3,462,219	64.39%	2,808,608	653,611	23.27%
Finance	21,008,682	21,875,123	17,769,764	81.23%	14,601,981	3,167,783	21.69%
<b>Total General Government</b>	<b>58,354,976</b>	<b>61,007,915</b>	<b>41,956,134</b>	<b>68.77%</b>	<b>35,940,249</b>	<b>6,015,885</b>	<b>16.74%</b>
<b>PUBLIC WORKS</b>	<b>26,347,463</b>	<b>28,226,582</b>	<b>21,052,776</b>	<b>74.58%</b>	<b>20,038,010</b>	<b>1,014,767</b>	<b>5.06%</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>5,575,313</b>	<b>5,636,381</b>	<b>4,001,716</b>	<b>71.00%</b>	<b>4,086,107</b>	<b>(84,391)</b>	<b>-2.07%</b>
<b>PARKS AND RECREATION</b>	<b>23,172,047</b>	<b>23,956,989</b>	<b>17,641,269</b>	<b>73.64%</b>	<b>17,354,552</b>	<b>286,717</b>	<b>1.65%</b>
<b>PUBLIC SAFETY</b>							
Fire	66,292,191	68,331,887	57,595,704	84.29%	53,820,617	3,775,087	7.01%
Police	92,074,298	92,776,102	75,242,730	81.10%	70,136,982	5,105,748	7.28%
<b>Total Public Safety</b>	<b>158,366,489</b>	<b>161,107,989</b>	<b>132,838,434</b>	<b>82.45%</b>	<b>123,957,599</b>	<b>8,880,835</b>	<b>7.16%</b>
<b>LIBRARY</b>	<b>11,732,505</b>	<b>12,230,197</b>	<b>9,803,534</b>	<b>80.16%</b>	<b>8,451,127</b>	<b>1,352,407</b>	<b>16.00%</b>
<b>DEPARTMENTAL TOTAL</b>	<b>283,548,793</b>	<b>292,166,053</b>	<b>227,293,863</b>	<b>77.80%</b>	<b>209,827,643</b>	<b>17,466,220</b>	<b>8.32%</b>
<b>OTHER FINANCING USES</b>							
Operating Transfer Out - Miscellaneous	626,778	1,742,520	1,742,520	100.00%	1,353,809	388,711	28.71%
Operating Transfer Out - Debt Services	1,405,940	1,405,940	1,405,940	100.00%	1,402,440	3,500	0.25%
Operating Transfer Out - Maintenance Dtrct	977,546	977,546	977,546	100.00%	942,413	35,133	3.73%
Operating Transfer Out - Cemetery	823,000	823,000	823,000	100.00%	796,000	27,000	3.39%
Operating Transfer Out - CIP	14,204,882	14,436,988	14,436,988	100.00%	7,305,499	7,131,489	97.62%
Operating Transfer Out - Reserves	-	7,324,722	7,324,722	100.00%	-	7,324,722	N/A
<b>Total Other Financing Uses</b>	<b>18,038,146</b>	<b>26,710,716</b>	<b>26,710,716</b>	<b>100.00%</b>	<b>11,800,161</b>	<b>14,910,555</b>	<b>126.36%</b>
<b>STADIUM OPERATION</b>	<b>9,111,250</b>	<b>9,498,441</b>	<b>7,320,181</b>	<b>77.07%</b>	<b>8,425,751</b>	<b>(1,105,570)</b>	<b>-13.12%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 310,698,189</b>	<b>\$ 328,375,210</b>	<b>\$ 261,324,760</b>	<b>79.58%</b>	<b>\$ 230,053,555</b>	<b>\$ 31,271,205</b>	<b>13.59%</b>

### General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program.

**Non-Departmental:** Includes expenditures that are not attributable to a single department, but a function of the City in general. Through April, expenditures totaled \$11.8 million, or 62.4% of the budget. These expenditures are below par of 83.3%, but higher than prior year levels. This increase is primarily due to higher spend in the salaries and benefits categories, miscellaneous services and supplies, and citywide insurance payments.

**City Attorney:** Actual expenditures through April totaled approximately \$2.5 million, which is 71.6% of the budget, which is below par. Spending is 4% higher than the total expenditures through the same time last fiscal year.

**City Clerk:** Through April, actual expenditures were tracking at \$1.9 million or approximately 88.4% of the budget. This expenditure level reflects a 56.4% increase compared to last fiscal year due to costs that are incurred every other year, such as election costs. A budget amendment to increase the elections budget by \$29,000 (from \$502,000 to \$531,000) is recommended in this report to account for the higher actual costs.

**City Council:** Through April, expenditures of \$0.9 million were at 76.6% of budget, which is below par. Expenditures are slightly below spend when compared to prior fiscal year levels due to lower operating supplies and as-needed spend.

**City Manager:** The actual expenditures through April totaled \$3.7 million, or 45.2% of the budget, which is below par for this time of the year. Expenditures are slightly above the spending level through the same period last fiscal year.

**Community Development Department:** This department consists of three divisions: Planning, Building, and Housing and Community Services. The Building Division of this department is reflected in the Building Development Services Fund, which falls under the special revenue section of this report. Through April, departmental expenditures for the Planning and Housing and Community Services divisions totaled \$4.0 million, or 71% of the budget, which is below par of 83.3%. This expenditure level is slightly below the prior year spend levels.

**Finance Department:** Through April 30, 2025, the Department's expenditures totaled \$17.8 million, or 81.2% of the budget, which is slightly below par. This expenditure level was approximately 21.7% higher than through the same period last year. The current year spend reflects higher salaries and benefits, operating supplies, and contractual services costs, primarily related to PeopleSoft and the Questica Budget System. A budget adjustment of \$550,000 is recommended for one-time licensing costs for Peoplesoft that are tied to the City's budget size; this adjustment accounts for true-up assessments related to prior fiscal years.

**Fire Department:** Through April, actual expenditures totaled \$57.6 million, or 84.3% of the budget, which is slightly above par. These expenditures also reflect a 7% increase from last fiscal year due to

higher expenditures across the overtime and non-personnel categories including operating supplies, contractual services, and capital outlay. Overtime expenditures are tracking over budget at 230% due, in part, to overtime expenditures related to mutual aid deployment efforts. These costs are reimbursable, and budget actions have been approved by City Council as part of the FY 2023/24 Budget Year-End Report and Monthly Financial Reports to recognize and appropriate these reimbursements. A budget action is also recommended in this report to recognize and appropriate additional revenue received. Excluding mutual aid-related costs, the overtime budget is 150% expended through April. Overtime is used to backfill for shift absences and vacant shift positions to maintain daily minimum staffing. Overtime expenditures have exceeded the overtime budget as the current absence rate exceeds the estimate used in the development of the budget.

Through April, absences are down 5% (from 71,001 to 67,551 hours) when compared with the prior fiscal year but remain above historical levels. Absences are trending high in the areas of injury, sick leave, and vacation usage. It is important to note that employees can elect for compensatory time over overtime pay when backfilling shift absences, which increases the need to backfill when the compensatory time is used. Through April, the compensatory time payouts total \$1.47 million, which is above historical levels but 25% below the payouts of \$1.96 million experienced through April of last fiscal year.

Expenditures are currently tracking to end the year approximately \$2.1 million to \$2.7 million above budget. A portion of this overage can be offset by additional ambulance transport revenue of \$952,000 and a budget amendment is recommended in this report to recognize and appropriate those funds. After this adjustment, a remaining shortfall of \$1.1 million to \$1.7 million is projected. A budget amendment totaling \$1.7 million is included to conservatively address the projected year-end overage.

**Library Department:** Through April, actual expenditures totaled \$9.8 million, or 80.2% of the budget, which is slightly below par, but 16% higher than expenditure levels last fiscal year. The higher spending is primarily in the salaries and benefits, contractual services, and maintenance categories.

**Parks and Recreation Department:** Through April, actual expenditures totaled \$17.6 million, or 73.6% of the budget, which is below par, and consistent with last fiscal year spend.

**Police Department:** Expenditures through April are tracking at expected levels at \$75.2 million, or 81% of the budget; this is approximately 7.3% higher than prior year spending. The higher spend is primarily in the salaries and benefits and contractual services categories.

**Stadium Operation:** Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$7.3 million through April, which is 13% lower when compared to prior year levels. This is primarily due to fewer ticketed Non-NFL events and NFL games being held in the current year, resulting in lower as needed and overtime spend. The Stadium hosted four ticketed Non-NFL events and ten NFL games through March, and these costs are fully reimbursed by the Stadium Manager and the Stadium Authority. The Bay Area Host Committee also provides reimbursement for expenses incurred related to Super Bowl LX and FIFA World Cup 2026 planning costs. An action is included in this report to recognize and

appropriate costs already incurred and anticipated through the end of the fiscal year for the planning and training costs associated with the 2026 major events.

### Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of April 30, 2025. The amended budget reflects carryover encumbrances from fiscal year 2023/24 and budget amendments approved by the City Council through April 2025.

Revenues totaled approximately \$22.8 million, while expenditures totaled approximately \$20.1 million through the end of April. Both revenue and expenditures are tracking below par of 83.3%. In the Building Development Services Fee Fund and Fire Development Services Fee Fund, development-related fees and expenditures are tracking above prior year levels. In the City Affordable Housing Fund, the lower spend compared to the prior year is due to a loan disbursement that occurred in FY 2023/24. Revenue in the housing funds reflects higher interest collections than the previous year. Higher grant receipts and spend have been recorded in the Housing and Urban Development Fund, which reflects activity in CDBG and HOME grant funded projects.

### CITY OF SANTA CLARA SPECIAL REVENUE FUNDS REVENUE AND EXPENDITURES - OVERVIEW AND COMPARISON BY FUND

Fund Description	REVENUE - FISCAL YEAR 2024/25				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 4/30/2025	Percentage Received	Actual Through 4/30/2024	\$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	\$ 16,164,000	\$ 16,164,000	\$ 14,927,205	92.35%	\$ 13,346,362	\$ 1,580,843	11.84%
City Affordable Housing Fund	1,168,177	1,168,177	1,077,543	92.24%	551,399	526,144	95.42%
Fire CUPA Fund	0	0	180,159	N/A	0	180,159	N/A
Fire Development Services Fee Fund	3,277,500	3,277,500	3,455,887	105.44%	3,016,329	439,558	14.57%
Housing and Urban Development Authority Fund	2,532,068	7,023,563	2,230,706	31.76%	846,589	1,384,117	163.49%
Housing Authority Fund	252,496	252,496	46,320	18.34%	394,757	(348,437)	-88.27%
Housing Successor Fund	1,306,326	1,306,326	930,095	71.20%	385,983	544,112	140.97%
<b>TOTAL</b>	<b>\$ 24,700,567</b>	<b>\$ 29,192,062</b>	<b>\$ 22,847,915</b>	<b>78.27%</b>	<b>\$ 18,541,419</b>	<b>\$ 4,306,496</b>	<b>23.23%</b>

Fund Description	EXPENDITURES - FISCAL YEAR 2024/25				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 4/30/2025	Percentage Used	Actual Through 4/30/2024	\$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	\$ 15,044,148	\$ 17,302,488	\$ 13,328,766	77.03%	\$ 11,896,804	\$ 1,431,962	12.04%
City Affordable Housing Fund	1,593,647	12,242,276	777,904	6.35%	3,150,331	(2,372,427)	-75.31%
Fire CUPA Fund	0	535,696	60,596	11.31%	0	60,596	N/A
Fire Development Services Fee Fund	3,387,922	3,387,922	2,944,004	86.90%	2,567,182	376,822	14.68%
Housing and Urban Development Authority Fund	2,532,068	7,968,912	2,395,664	30.06%	1,020,466	1,375,198	134.76%
Housing Authority Fund	468,931	511,389	134,323	26.27%	140,684	(6,361)	-4.52%
Housing Successor Fund	902,579	1,012,590	500,773	49.45%	648,689	(147,916)	-22.80%
<b>TOTAL</b>	<b>\$ 23,929,295</b>	<b>\$ 42,961,273</b>	<b>\$ 20,142,030</b>	<b>46.88%</b>	<b>\$ 19,424,156</b>	<b>\$ 717,874</b>	<b>3.70%</b>

**Internal Service Funds**

The table below displays the expenditures in the internal service funds across the City. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through April 2025. As of April 30, 2025, the internal service fund expenditures totaled \$45.8 million, or 71.2% of the amended budget. The significant increase in spend in the Communication Acquisitions Fund is due to the purchase of new public safety radios to replace the inventory that had reached the end of its useful life. The Vehicle Replacement Fund’s increase in expenditures reflect additional vehicle replacements in the City’s fleet. In the Special Liability Insurance Fund, a large settlement paid by the City was incurred in March.

**CITY OF SANTA CLARA  
INTERNAL SERVICE FUNDS  
EXPENDITURES - OVERVIEW AND COMPARISON BY FUND**

Fund Description	EXPENDITURES - FISCAL YEAR 2024/25				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 4/30/2025	Percentage Used	Actual Through 4/30/2024	\$ Change From Prior Year	Percent Change
Communication Acquisitions Fund	\$ 1,067,904	\$ 7,126,624	\$ 5,926,859	83.17%	\$ 311,831	\$ 5,615,028	1800.66%
Fleet Maintenance and Operations Fund	5,939,015	6,172,901	4,872,742	78.94%	4,745,221	127,521	2.69%
Information Technology Services Fund	15,439,338	17,045,167	10,201,056	59.85%	9,671,144	529,912	5.48%
Public Works Capital Projects Management Fund	4,373,674	5,157,651	3,385,039	65.63%	3,179,725	205,314	6.46%
Special Liability Fund	6,530,000	12,230,306	10,362,647	84.73%	4,911,411	5,451,236	110.99%
Unemployment Insurance Fund	110,000	135,000	74,713	55.34%	37,987	36,726	96.68%
Vehicle Replacement Fund	5,827,284	10,028,956	6,245,655	62.28%	4,508,927	1,736,728	38.52%
Workers' Compensation Fund	6,437,000	6,437,000	4,725,992	73.42%	4,925,485	(199,493)	-4.05%
<b>TOTAL</b>	<b>\$ 45,724,215</b>	<b>\$ 64,333,605</b>	<b>\$ 45,794,703</b>	<b>71.18%</b>	<b>\$ 32,291,731</b>	<b>\$ 13,502,972</b>	<b>41.82%</b>

**Governmental Capital Improvement Funds**

The table below lists the revenue for selected capital improvement funds. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through April 2025. As of April 30, 2025, the capital fund revenue totaled \$19 million, or 48.8% of the amended budget. In the City Affordable Housing Capital Fund, revenue collected reflects housing impact fees. In the Streets and Highways Capital Fund, the majority of the revenue collected reflects revenue from other agencies, grant funding, as well as VTA Measure B funds. The Parks and Recreation Capital Fund total reflects \$2.9 million collected in Quimby Fee Act revenue, \$1.5 million collected in Mitigation Fee Act revenue as well as \$1.3 million interest earnings. The remaining \$2.6 million reflects grant funding received for the Central Park Magical Bridge project.

**CITY OF SANTA CLARA  
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS  
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND**

Fund Description	REVENUE - FISCAL YEAR 2024/25				
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2025	Percentage Used
City Affordable Housing Capital Fund	\$ -	\$ -	\$ -	\$ 2,968,732	NA
Parks & Recreation	-	3,349,489	3,349,489	8,305,963	247.98%
Related Santa Clara Developer	795,344	-	795,344	500,344	62.91%
Storm Drain	1,786,902	3,000,000	4,786,902	1,415,015	29.56%
Streets & Highways	6,683,849	19,534,183	26,218,032	5,602,086	21.37%
Tasman East Specific Infrastructure Improvement Fund	3,734,932	-	3,734,932	171,027	4.58%
<b>TOTAL</b>	<b>\$ 13,001,027</b>	<b>\$ 25,883,672</b>	<b>\$ 38,884,699</b>	<b>\$ 18,963,167</b>	<b>48.77%</b>

The table below lists the total amended budgeted amounts for expenditures in the Capital Improvement Funds. Similar to the revenue table, the amended expenditure budgets consist of current year appropriations, prior year carryover encumbrance balances in Governmental Capital Improvement Funds, and budget amendments approved through April 2025. As of April 30, 2025, capital fund expenditures totaled \$27.9 million, or 15.3% of the amended budget.

As part of the adoption of the FY 2024/25 and FY 2025/26 biennial capital improvement program budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2024. Necessary additional adjustments to the capital carryover amounts were included as part of the FY 2023/24 Budget Year End Report approved on December 3, 2024 and are reflected in the tables below.

**CITY OF SANTA CLARA  
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS  
SUMMARY OF EXPENDITURES**

EXPENDITURES - FISCAL YEAR 2024/25					
<b>Fund Description</b>	<b>Current Year Appropriation</b>	<b>Prior Year Carryforward</b>	<b>Total Amended Budget</b>	<b>Actual Through 4/30/2025</b>	<b>Percentage Used</b>
Fire	\$ 2,360,137	\$ 550,295	\$ 2,910,432	\$ 588,363	20.22%
General Govt - Other	5,013,009	9,675,140	14,688,149	1,511,415	10.29%
Library	475,929	261,190	737,119	17,447	2.37%
Parks & Recreation	21,061,911	22,186,879	43,248,790	2,985,499	6.90%
Public Buildings	5,805,328	3,933,806	9,739,134	1,657,353	17.02%
Related Santa Clara Developer	1,189,335	19,828	1,209,163	688,734	56.96%
Storm Drain	3,794,643	6,658,409	10,453,052	1,299,839	12.44%
Streets & Highways	49,684,528	46,415,359	96,099,887	19,086,730	19.86%
Tasman East Specific Infrastructure Improvement Fund	1,432,193	1,424,215	2,856,408	19,681	0.69%
<b>TOTAL</b>	<b>\$ 90,817,013</b>	<b>\$ 91,125,121</b>	<b>\$ 181,942,134</b>	<b>\$ 27,855,061</b>	<b>15.31%</b>

**Enterprise Funds**

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of April 30, 2025. Overall, revenues are tracking above budgeted estimates, while expenditures are tracking below budgeted levels.

**CITY OF SANTA CLARA  
ENTERPRISE OPERATING FUNDS  
REVENUE AND EXPENSES - OVERVIEW AND COMPARISON BY FUND**

Fund Description	REVENUE - FISCAL YEAR 2024/25				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 4/30/2025	Percentage Received	Actual Through 4/30/2024	\$ Change From Prior Year	Percent Change
Cemetery Fund	\$ 750,000	\$ 750,000	\$ 511,207	68.16%	\$ 480,836	\$ 30,371	6.32%
Electric Utility Fund	893,397,959	893,397,959	773,530,280	86.58%	575,009,435	198,520,845	34.52%
Sewer Utility Fund	46,989,803	46,989,803	46,575,664	99.12%	74,681,145	(28,105,481)	-37.63%
Solid Waste Utility Fund	41,561,372	41,561,372	32,200,137	77.48%	30,390,912	1,809,225	5.95%
Water Recycling Fund	8,507,338	8,507,338	8,462,758	99.48%	5,731,530	2,731,228	47.65%
Water Utility Fund	64,096,935	64,096,935	51,449,218	80.27%	44,195,305	7,253,913	16.41%
<b>TOTAL REVENUE</b>	<b>\$ 1,055,303,407</b>	<b>\$ 1,055,303,407</b>	<b>\$ 912,729,264</b>	<b>86.49%</b>	<b>\$ 730,489,163</b>	<b>\$ 182,240,101</b>	<b>24.95%</b>

Fund Description	EXPENSES - FISCAL YEAR 2024/25				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 4/30/2025	Percentage Used	Actual Through 4/30/2024	\$ Change From Prior Year	Percent Change
Cemetery Fund	\$ 1,628,800	\$ 1,628,800	\$ 953,033	58.51%	\$ 801,770	\$ 151,263	18.87%
Electric Utility Fund	649,513,582	672,335,619	472,748,978	70.31%	449,695,751	23,053,227	5.13%
Sewer Utility Fund	38,762,083	39,278,049	30,794,517	78.40%	47,490,411	(16,695,894)	-35.16%
Solid Waste Utility Fund	40,775,942	43,928,485	30,850,806	70.23%	27,948,742	2,902,064	10.38%
Water Recycling Fund	9,307,289	10,982,389	8,121,958	73.95%	5,722,377	2,399,581	41.93%
Water Utility Fund	57,614,177	58,830,207	47,018,443	79.92%	43,331,121	3,687,322	8.51%
<b>TOTAL - Operating Appropriations</b>	<b>\$ 797,601,873</b>	<b>\$ 826,983,549</b>	<b>\$ 590,487,735</b>	<b>71.40%</b>	<b>\$ 574,990,172</b>	<b>\$ 15,497,563</b>	<b>2.70%</b>

While revenues are tracking higher than prior years, expenditures are consistent with prior year levels. Revenue in the Electric Utility Fund is tracking above the prior year due primarily to bond proceeds of \$130.6 million received in FY 2024/25. In the Sewer Utility Fund, revenue is tracking below the prior year due to the issuance of debt in FY 2023/24.

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actual revenue through April 30, 2025, totaled \$30.9 million, consisting primarily of developer contributions and load development fees in the Electric Utility Fund and sewer fees and reimbursements from the City of San José for the Regional Wastewater Facility in the Sewer Utility Fund. Enterprise capital fund expenses totaled \$56.5 million, or 10.7% of the amended budget. Similar to the general government capital funds, capital funds were carried over from FY 2023/24 as part of the FY 2024/25 and FY 2025/26 budget adoption process for those projects that were not expected to be completed by June 30, 2024. Necessary additional adjustments to the capital carryover amounts were included as part of the FY 2023/24 Budget Year End Report approved on December 3, 2024, and are reflected below.

**CITY OF SANTA CLARA  
ENTERPRISE CAPITAL IMPROVEMENT FUNDS  
REVENUE AND EXPENSES - OVERVIEW AND COMPARISON BY SELECTED FUND**

REVENUE - FISCAL YEAR 2024/25					
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2025	Percentage Used
Convention Center Capital Fund	\$ 550,000	\$ -	\$ 550,000	\$ 550,000	100.00%
Electric Utility Fund	26,660,625	26,030,596	52,691,221	27,568,373	52.32%
Sewer Utility Fund	-	-	-	2,778,736	N/A
Solid Waste Utility Fund	258,000	-	258,000	9,195	3.56%
Street Lighting <sup>(1)</sup>	-	-	-	837	N/A
Water Utility Fund	-	-	-	30,684	N/A
<b>TOTAL - Revenue</b>	<b>\$ 27,468,625</b>	<b>\$ 26,030,596</b>	<b>\$ 53,499,221</b>	<b>\$ 30,937,825</b>	<b>57.83%</b>
EXPENDITURES - FISCAL YEAR 2024/25					
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2025	Percentage Used
Cemetery Fund	\$ 22,524	\$ 252,644	\$ 275,168	\$ 3,907	1.42%
Convention Center Capital Fund	2,699,999	1,723,150	4,423,149	1,866,520	42.20%
Electric Utility Fund	264,128,146	184,117,774	448,245,920	42,736,682	9.53%
Sewer Utility Fund	24,421,888	24,213,217	48,635,105	6,495,949	13.36%
Solid Waste Utility Fund	907,874	24,569	932,443	635,515	68.16%
Street Lighting <sup>(1)</sup>	10,374,952	3,524,758	13,899,710	752,934	5.42%
Water Recycling Fund	400,000	-	400,000	3,015	0.75%
Water Utility Fund	8,731,864	2,692,753	11,424,617	3,992,554	34.95%
<b>TOTAL - CIP Appropriations</b>	<b>\$ 311,687,247</b>	<b>\$ 216,548,865</b>	<b>\$ 528,236,112</b>	<b>\$ 56,487,076</b>	<b>10.69%</b>

(1) Street Lighting fund is part of Electric Capital Improvement Funds

### Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2024/25, the City Council approved an exception to the policy to allow the Reserve to drop to a minimum of 15% of expenditures.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Rate Stabilization Reserve and Operations and Maintenance Reserve ensures sufficient operating cash is available to cover day-to-day expenses, address unforeseen cost increases or revenue shortfalls, and ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA  
RESERVE BALANCES  
April 30, 2025**

**DETAIL OF SELECTED FUND RESERVE BALANCES:**

	<b>GENERAL FUND</b>	<b>ELECTRIC</b>	<b>WATER</b>
Budget Stabilization Reserve	\$ 69,138,768		
Capital Projects Reserve	7,834,572		
Land Sale Reserve	10,343,105		
Technology Fee Reserve	2,477,529		
Electric Rate Stabilization Fund Reserve		\$ 70,000,000	
Electric Operations and Maintenance Reserve		257,000,000	
Replacement & Improvement			\$ 303,090
<b>TOTALS</b>	<b>\$ 89,793,974</b>	<b>\$ 327,000,000</b>	<b>\$ 303,090</b>

**Donations to the City of Santa Clara**

Donations received by department during the month of April 2025 and for fiscal year 2024/25 are shown in the table below.

<b>Department</b>	<b>Apr-25</b>	<b>Fiscal Year 2024/25 Year To Date</b>	<b>Designated Use</b>
City Manager's Office	40	122	Help Your Neighbor
Parks & Recreation	1,470	5,470	Case Management
Parks & Recreation	20	20	Community Garden
Parks & Recreation	-	632	Reed/Grant Park Soccer Equipment
Parks & Recreation	1,772	5,687	Roberta Jones Jr. Theatre
Parks & Recreation	-	19,925	Wade Brummal
<b>TOTALS</b>	<b>\$ 3,302</b>	<b>\$ 31,856</b>	



**City of  
Santa Clara**  
The Center of What's Possible

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# **MONTHLY INVESTMENT REPORT**

**April 2025**

# **City of Santa Clara**

## **Monthly Investment Report**

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**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of April 30, 2025 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of April 30, 2025.

	<u>COST VALUE</u>	<u>PERCENTAGE</u>
City	\$1,404,321,498	99.92%
SOSA	8,916	0.00%
HA	<u>1,129,990</u>	<u>0.08%</u>
Unrestricted	\$1,405,460,404	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,440,780</u>	
Total Investments	<u>\$1,407,901,184</u>	

On April 30, 2025 the cost value and market value of the City's unrestricted pooled investment portfolio were \$1,405,460,404 and \$1,416,468,879 respectively.

Investment Strategy and Market Update

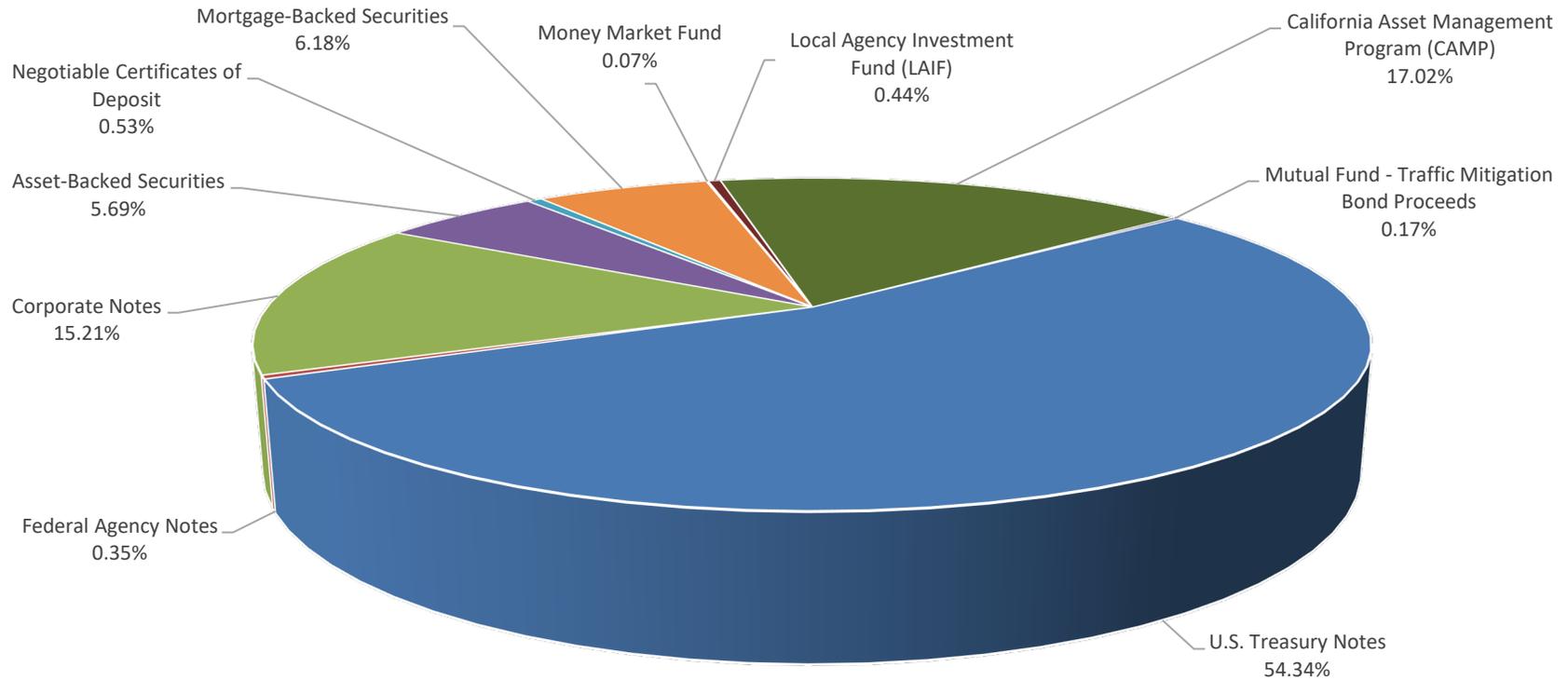
The Federal Reserve (Fed) continues to follow a wait-and-see approach. Fed Chair Jerome Powell said he expects tariffs to move the Fed further away from both sides of its dual mandate goals of stable prices and maximum employment, and will make policy adjustments only in reaction to any increase in inflation or deterioration of labor markets. U.S. gross domestic product (GDP) shrank in Q1 by -0.3% as a surge in imports – a subtraction from GDP – dragged down reported growth. Final sales to domestic purchasers, a metric used by the Fed to gauge private sector demand remained strong. However, prospects for consumer spending remain uncertain given the pull-forward of demand in advance of tariffs which may weigh on growth later in the year.

The Core Personal Consumption Expenditures Index (PCE), which is the Fed's preferred measure of inflation, was flat in April on a month-over-month basis, marking the slowest pace of price increases in five years. Non-farm payrolls continued to beat expectations, growing by 177,000 in April while the unemployment rate remained at 4.2%. The data points toward labor market strength and provides the Fed cover to keep policy rates unchanged while it analyzes the impact of tariffs.

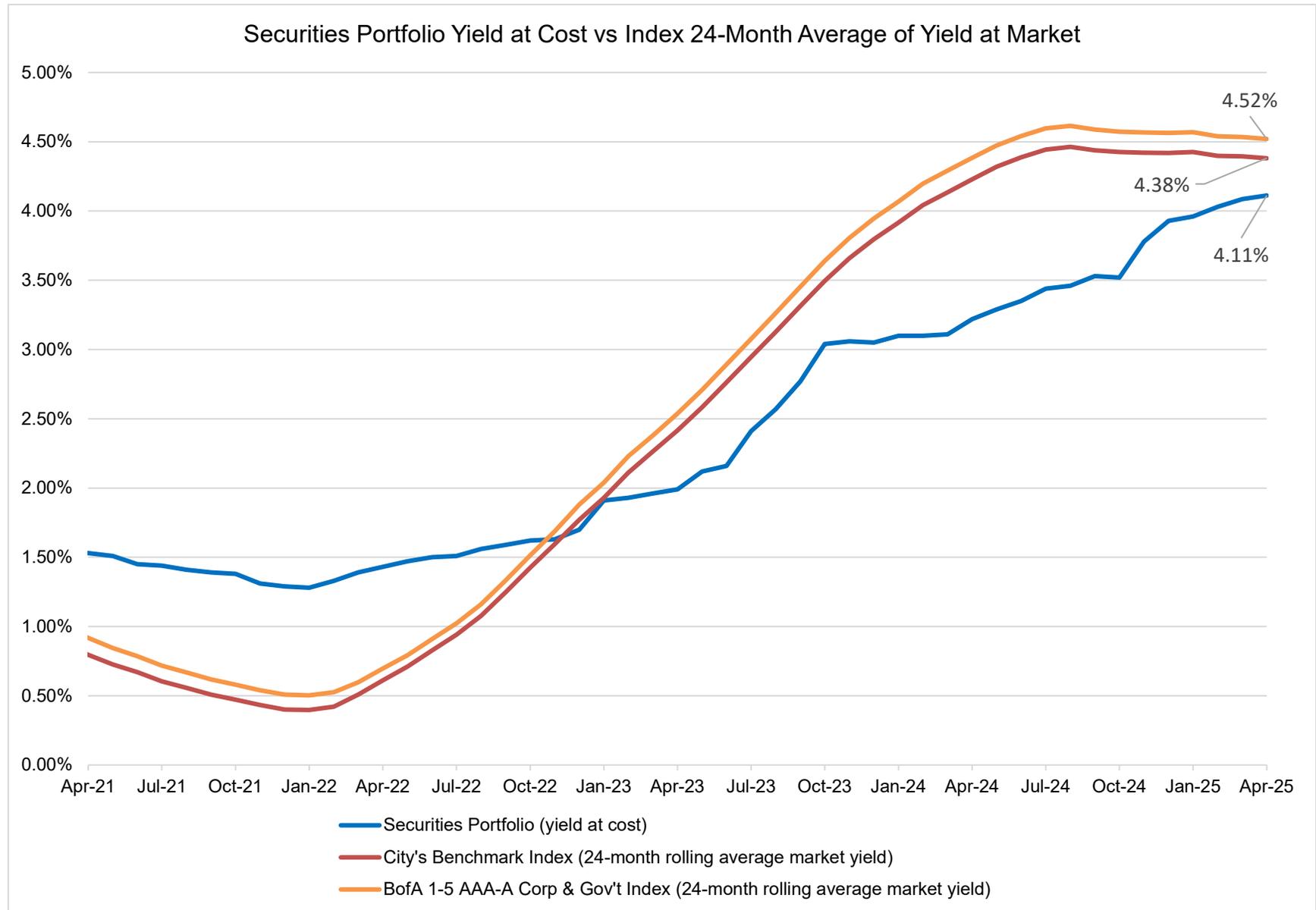
Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended the month lower at 4.29%, 3.60%, and 4.16%, respectively as the market priced in more Fed cuts due to deteriorating growth expectations. The move lower in yields resulted in positive fixed income total returns for the month. The ICE BofA 3-month, 2-year, and 10-year U.S. Treasury indices returned +0.34%, +0.81%, and +0.79%, respectively.

The City's investment strategy for April 2025 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of April 30, 2025, 54.34% of the City's portfolio consists of U.S. Treasury Notes, 17.02% consists of California Asset Management Program (CAMP), 15.21% consists of investment grade Corporate Notes, 6.18% consists of investment grade Mortgage-Backed Securities, 5.69% consists of investment grade Asset-Back Securities, 0.53% consists of Negotiable Certificates of Deposit, 0.44% consists of Local Agency Investment Fund (LAIF), and 0.35% consists of Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	<b>Current Month</b>
	<b><u>4/30/2025</u></b>
<b>Investment Yield</b>	
Liquidity Portfolio <sup>1</sup>	4.38%
<i>LAIF average monthly yield</i>	4.28%
Securities Portfolio <sup>2</sup>	4.11%
<i>ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)</i>	4.38%
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index (24-month rolling average market yield)</i>	4.52%
City Portfolio (Liquidity + Securities)	4.16%
<b>Investment Total Return*</b>	
Securities Portfolio	0.95%
<i>ICE BAML 1-5 US Treasury Index</i>	0.99%
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index</i>	0.94%
<b>Average Maturity of Investments (in years)</b>	
Liquidity Portfolio <sup>1</sup>	0.13
Securities Portfolio <sup>2</sup>	2.90
City Portfolio (Liquidity + Securities)	2.41
<i>ICE BAML 1-5 US Treasury Index</i>	2.71
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index</i>	2.76
Cash Interest Income Current Month <sup>3</sup>	\$ 5,981,963
Cash Interest Income Fiscal Year-To-Date <sup>3</sup>	\$ 38,948,244

1. Consists of CAMP Pool, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account

2. Core long term portfolio managed by PFM Asset Management

3. Cash basis

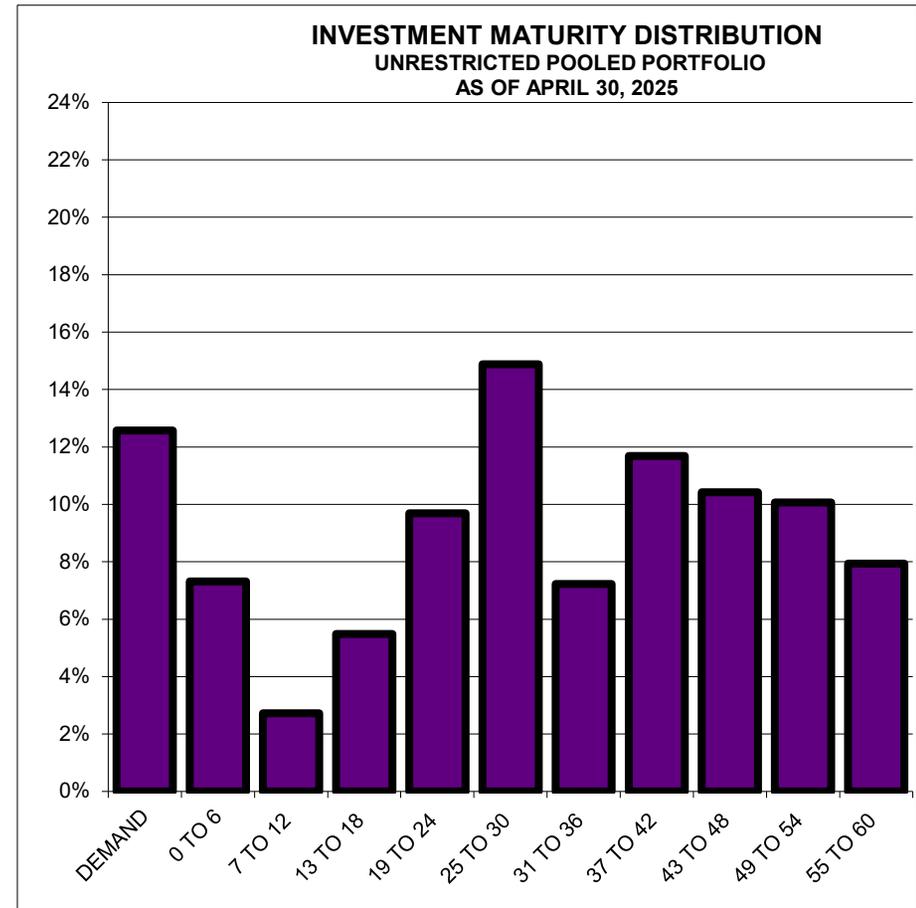
\* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS APRIL 30, 2025**

<b><u>INVESTMENT TYPE</u></b>	<b><u>COST VALUE</u></b>	<b><u>% OF PORTFOLIO</u></b>	<b><u>PER INVESTMENT POLICY</u></b>
U.S. Treasury Notes	764,916,319	54.34%	No Limit
Federal Agency Notes	4,998,000	0.35%	80%
Corporate Notes	214,173,407	15.21%	25%
Asset-Backed Securities	80,112,468	5.69%	10%
Negotiable Certificates of Deposit	7,500,000	0.53%	30%
Mortgage-Backed Securities	87,035,050	6.18%	15%
Money Market Fund	1,008,127	0.07%	10% Per Fund
Local Agency Investment Fund (LAIF)	6,210,979	0.44%	\$75 M
California Asset Management Program (CAMP)	239,506,054	17.02%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,440,780	0.17%	10% Per Fund
<b>TOTAL INVESTMENTS</b>	<b>\$ 1,407,901,184</b>	<b>100.00%</b>	

**INVESTMENT MATURITY DISTRIBUTION  
AS OF APRIL 30, 2025  
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>COST VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND (a)	\$ 176,725,160 (a)	3	12.57%
0 TO 6	102,723,592	13	7.31%
7 TO 12	38,203,330	5	2.72%
13 TO 18	77,080,062	8	5.48%
19 TO 24	136,190,219	17	9.69%
25 TO 30	209,052,563	19	14.88%
31 TO 36	101,594,840	20	7.23%
37 TO 42	164,243,583	28	11.69%
43 TO 48	146,470,364	24	10.42%
49 TO 54	141,517,488	21	10.07%
55 TO 60	111,659,203	19	7.94%
<b>TOTAL</b>	<b>\$ 1,405,460,404</b>	<b>177</b>	<b>100.00%</b>



**Average Maturity of Unrestricted Pool: 2.41 Years**

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

# City of Santa Clara Monthly Report

## 4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	4/30/2024	4.875%	4/30/2026	91282CKK6	13,735,000.00	AA+	11/21/2024	13,838,012.50	4.33%	13,863,010.20	24,997.70
UNITED STATES TREASURY	5/31/2024	4.875%	5/31/2026	91282CKS9	15,790,000.00	AA+	11/21/2024	15,912,125.78	4.34%	15,952,794.90	40,669.12
UNITED STATES TREASURY	9/15/2023	4.625%	9/15/2026	91282CHY0	19,355,000.00	AA+	11/21/2024	19,456,311.33	4.32%	19,579,518.00	123,206.67
UNITED STATES TREASURY	9/15/2023	4.625%	9/15/2026	91282CHY0	10,000,000.00	AA+	10/3/2023	9,930,468.75	4.88%	10,116,000.00	185,531.25
UNITED STATES TREASURY	10/16/2023	4.625%	10/15/2026	91282CJC6	9,975,000.00	AA+	1/13/2025	10,019,809.57	4.35%	10,100,485.50	80,675.93
UNITED STATES TREASURY	11/15/2023	4.625%	11/15/2026	91282CJK8	24,250,000.00	AA+	11/20/2024	24,413,876.95	4.27%	24,575,920.00	162,043.05
UNITED STATES TREASURY	11/15/2023	4.625%	11/15/2026	91282CJK8	13,925,000.00	AA+	10/16/2024	14,115,380.86	3.93%	14,112,152.00	-3,228.86
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	11,110,000.00	AA+	12/18/2024	11,138,642.97	4.24%	11,228,432.60	89,789.63
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	4,065,000.00	AA+	2/3/2025	4,058,013.28	4.22%	4,096,585.05	38,571.77
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	2,400,000.00	AA+	2/18/2025	2,394,281.25	4.25%	2,418,648.00	24,366.75
UNITED STATES TREASURY	2/15/2024	4.125%	2/15/2027	91282CKA8	12,205,000.00	AA+	12/19/2024	12,180,208.59	4.22%	12,302,273.85	122,065.26
UNITED STATES TREASURY	4/15/2024	4.500%	4/15/2027	91282CKJ9	21,925,000.00	AA+	11/20/2024	22,050,041.02	4.25%	22,287,201.00	237,159.98
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,269,860.00	21,313.12
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	15,280,000.00	AA+	12/18/2024	15,373,112.50	4.23%	15,542,663.20	169,550.70
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	2,200,000.00	AA+	9/17/2024	2,257,492.19	3.46%	2,237,818.00	-19,674.19
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	27,665,000.00	AA+	9/27/2024	28,426,868.16	3.55%	28,244,305.10	-182,563.06
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	5,020,000.00	AA+	10/22/2024	5,102,947.66	3.96%	5,125,118.80	22,171.14
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	10,000,000.00	AA+	10/16/2024	10,188,671.88	3.87%	10,209,400.00	20,728.12
UNITED STATES TREASURY	8/1/2022	2.750%	7/31/2027	91282CFB2	10,800,000.00	AA+	9/14/2022	10,392,046.88	3.60%	10,601,712.00	209,665.12
UNITED STATES TREASURY	8/15/1997	6.375%	8/15/2027	912810FA1	9,390,000.00	AA+	10/5/2023	9,913,052.34	4.78%	9,969,175.20	56,122.86
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	11,115,000.00	AA+	9/6/2022	10,537,975.20	3.40%	10,790,664.30	252,689.10
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	7,495,000.00	AA+	10/11/2024	7,546,528.13	3.88%	7,590,711.15	44,183.02
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,833,334.45	73,025.66
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	42,865,000.00	AA+	3/6/2025	43,010,788.41	4.02%	43,409,385.50	398,597.09
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,810,325.00	-22,985.55
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	5,100,000.00	AA+	12/13/2022	5,165,343.75	3.83%	5,164,770.00	-573.75
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,355,000.00	AA+	12/8/2022	4,415,561.72	3.81%	4,410,308.50	-5,253.22
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	18,960,000.00	AA+	10/11/2024	19,088,128.13	3.89%	19,200,792.00	112,663.87
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	16,115,000.00	AA+	9/17/2024	16,442,335.94	3.43%	16,319,660.50	-122,675.44
UNITED STATES TREASURY	11/17/1997	6.125%	11/15/2027	912810FB9	3,100,000.00	AA+	7/24/2024	3,288,058.59	4.14%	3,291,332.00	3,273.41
UNITED STATES TREASURY	11/30/2022	3.875%	11/30/2027	91282CFZ9	7,130,000.00	AA+	9/5/2024	7,182,917.97	3.63%	7,178,769.20	-4,148.77
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	8,255,000.00	AA+	1/31/2023	8,320,459.57	3.70%	8,318,811.15	-1,648.42
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,333,583.98	3.85%	7,381,622.25	48,038.27
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,887,490.50	-18,587.63
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,175,000.00	AA+	9/27/2024	7,247,030.27	3.54%	7,230,462.75	-16,567.52
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	7,505,000.00	AA+	5/16/2023	7,508,517.97	3.49%	7,487,138.10	-21,379.87
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	8,080,000.00	AA+	1/26/2024	8,063,587.50	4.05%	8,167,102.40	103,514.90
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,439,340.80	-93,159.20
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	6,600,000.00	AA+	3/7/2023	6,526,781.25	4.25%	6,671,148.00	144,366.75
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	5,215,000.00	AA+	10/11/2024	5,230,685.74	3.90%	5,271,217.70	40,531.96
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	2,680,000.00	AA+	5/4/2023	2,691,241.91	3.42%	2,683,457.20	-7,784.71
UNITED STATES TREASURY	5/1/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,061,145.25	18,656.97
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,742,745.10	47,167.37
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	10,115,000.00	AA+	3/3/2025	10,002,391.60	3.99%	10,121,675.90	119,284.30
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	8,285,000.00	AA+	1/26/2024	8,149,074.22	4.04%	8,290,468.10	141,393.88
UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	11,300,000.00	AA+	7/10/2023	11,117,699.22	4.36%	11,438,199.00	320,499.78

# City of Santa Clara Monthly Report

## 4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	1,700,000.00	AA+	7/3/2023	1,687,183.59	4.17%	1,720,791.00	33,607.41
UNITED STATES TREASURY	7/31/2023	4.125%	7/31/2028	91282CHQ7	4,950,000.00	AA+	8/2/2023	4,921,962.89	4.25%	5,027,715.00	105,752.11
UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	7,940,000.00	AA+	1/26/2024	8,054,137.50	4.03%	8,126,431.20	72,293.70
UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	1,735,000.00	AA+	8/31/2023	1,742,726.17	4.28%	1,775,737.80	33,011.63
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,900,000.00	AA+	1/4/2024	6,140,839.84	3.94%	6,138,537.00	-2,302.84
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,160,000.00	AA+	1/8/2024	5,355,717.19	4.00%	5,368,618.80	12,901.61
UNITED STATES TREASURY	11/16/1998	5.250%	11/15/2028	912810FF0	11,160,000.00	AA+	9/17/2024	11,969,100.00	3.37%	11,748,466.80	-220,633.20
UNITED STATES TREASURY	11/30/2023	4.375%	11/30/2028	91282CJN2	8,025,000.00	AA+	1/26/2024	8,150,704.10	4.01%	8,221,532.25	70,828.15
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,950,000.00	AA+	1/19/2024	14,770,132.81	4.02%	15,003,670.50	233,537.69
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	6,250,000.00	AA+	1/4/2024	6,202,148.44	3.92%	6,272,437.50	70,289.06
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	6,400,000.00	AA+	2/13/2024	6,367,750.00	4.11%	6,478,016.00	110,266.00
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,968,107.42	4.28%	5,091,315.70	123,208.28
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	4,735,000.00	AA+	9/5/2024	4,814,348.24	3.58%	4,792,719.65	-21,628.59
UNITED STATES TREASURY	2/16/1999	5.250%	2/15/2029	912810FG8	8,610,000.00	AA+	7/24/2024	9,040,500.00	4.04%	9,125,911.20	85,411.20
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	4,375,000.00	AA+	9/27/2024	4,498,046.88	3.56%	4,467,968.75	-30,078.13
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	2,850,000.00	AA+	3/7/2024	2,867,923.83	4.11%	2,910,562.50	42,638.67
UNITED STATES TREASURY	4/1/2024	4.125%	3/31/2029	91282CKG5	10,050,000.00	AA+	4/11/2024	9,938,900.39	4.37%	10,218,840.00	279,939.61
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	16,425,000.00	AA+	4/30/2024	16,412,167.97	4.64%	17,006,937.75	594,769.78
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	5,625,000.00	AA+	8/2/2024	5,809,570.31	3.86%	5,824,293.75	14,723.44
UNITED STATES TREASURY	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	5,104,489.50	110,596.92
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	24,360,000.00	AA+	9/5/2024	25,072,406.07	3.58%	24,894,702.00	-177,704.07
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	1,100,000.00	AA+	8/15/2024	1,128,316.41	3.67%	1,124,145.00	-4,171.41
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	7,590,000.00	AA+	7/3/2024	7,538,411.72	4.40%	7,756,600.50	218,188.78
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	16,955,000.00	AA+	7/3/2024	16,858,965.82	4.38%	17,327,162.25	468,196.43
UNITED STATES TREASURY	7/31/2024	4.000%	7/31/2029	91282CLC3	9,575,000.00	AA+	9/17/2024	9,819,237.30	3.43%	9,695,070.50	-124,166.80
UNITED STATES TREASURY	8/31/2022	3.125%	8/31/2029	91282CFJ5	10,650,000.00	AA+	9/27/2024	10,429,095.70	3.59%	10,413,250.50	-15,845.20
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	12,700,000.00	AA+	9/5/2024	12,736,214.84	3.56%	12,672,187.00	-64,027.84
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	1,870,000.00	AA+	9/3/2024	1,864,156.25	3.69%	1,865,904.70	1,748.45
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,575,000.00	AA+	10/10/2024	5,481,792.97	3.87%	5,532,128.25	50,335.28
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,185,000.00	AA+	10/8/2024	5,101,756.45	3.86%	5,145,127.35	43,370.90
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	3,175,000.00	AA+	10/31/2024	3,172,395.51	4.14%	3,231,197.50	58,801.99
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	1,140,000.00	AA+	11/15/2024	1,131,539.06	4.29%	1,160,178.00	28,638.94
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	13,100,000.00	AA+	12/6/2024	13,123,539.06	4.08%	13,337,896.00	214,356.94
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	2,700,000.00	AA+	12/31/2024	2,672,472.66	4.36%	2,749,032.00	76,559.34
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,178,265.63	4.22%	5,294,432.00	116,166.37
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	5,100,000.00	AA+	2/5/2025	5,081,200.85	4.33%	5,218,932.00	137,731.15
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	1,115,000.00	AA+	2/6/2025	1,115,261.33	4.24%	1,141,001.80	25,740.47
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,233.20	262.50
UNITED STATES TREASURY	2/28/2023	4.000%	2/28/2030	91282CGQ8	10,185,000.00	AA+	3/6/2025	10,133,279.30	4.11%	10,317,099.45	183,820.15
UNITED STATES TREASURY	3/31/2025	4.000%	3/31/2030	91282CMU2	5,520,000.00	AA+	3/31/2025	5,513,315.61	4.03%	5,588,558.40	75,242.79
<b>U.S. Treasury Bond / Note</b>				<b>Subtotal</b>	<b>760,440,000.00</b>			<b>764,916,319.28</b>		<b>770,924,981.25</b>	<b>6,008,661.97</b>
FREDDIE MAC	8/30/2022	4.050%	8/28/2025	3134GXS54	5,000,000.00	AA+	8/30/2022	4,998,000.00	4.06%	4,995,650.00	-2,350.00
<b>FHLMC Medium Term Note</b>				<b>Subtotal</b>	<b>5,000,000.00</b>			<b>4,998,000.00</b>		<b>4,995,650.00</b>	<b>-2,350.00</b>

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## 4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	8,358,001.63	AA+	11/30/2023	8,033,802.41	5.14%	8,377,893.70	344,091.29
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	7,259,521.47	AA+	7/31/2023	7,136,449.90	4.58%	7,276,799.10	140,349.20
FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,176,849.64	AA+	5/24/2023	5,017,499.76	4.29%	5,106,755.10	89,255.34
FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2017	3.224%	3/1/2027	3137BXQY1	8,000,000.00	AA+	8/18/2023	7,546,250.00	4.94%	7,875,920.00	329,670.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2017	3.243%	4/1/2027	3137F1G44	4,545,000.00	AA+	8/18/2023	4,285,260.35	4.93%	4,473,234.45	187,974.10
FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,525,000.00	AA+	8/22/2023	6,101,894.53	4.97%	6,405,592.50	303,697.97
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.819%	6/1/2028	3137HACX2	7,500,000.00	AA+	7/20/2023	7,574,910.00	4.59%	7,665,750.00	90,840.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	6,025,889.55	AA+	7/27/2023	6,025,738.92	4.78%	6,088,619.06	62,880.14
FHLMC MULTIFAMILY STRUCTURED PASS THROU	10/1/2023	4.740%	8/1/2028	3137HAQ74	5,750,000.00	AA+	10/19/2023	5,623,868.00	5.25%	5,864,827.50	240,959.50
FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2025	4.850%	1/1/2030	3137HJZY6	9,019,000.00	AA+	2/27/2025	9,076,532.20	4.70%	9,268,194.97	191,662.77
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.478%	1/1/2030	3137HKQC1	10,570,000.00	AA+	4/10/2025	10,643,049.27	4.32%	10,703,393.40	60,344.13
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.410%	1/1/2030	3137HKXJ8	4,010,000.00	AA+	4/24/2025	4,009,859.65	4.41%	4,052,546.10	42,686.45
FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2025	4.430%	2/1/2030	3137HKPF5	5,960,000.00	AA+	3/20/2025	5,959,934.44	4.43%	6,023,056.80	63,122.36
<b>Federal Agency Commercial Mortgage-Backed Security</b>				<b>Subtotal</b>	<b>88,699,262.29</b>			<b>87,035,049.43</b>		<b>89,182,582.68</b>	<b>2,147,533.25</b>
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,635,000.00	A+	4/4/2024	1,632,563.85	4.83%	1,678,082.25	45,518.40
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,340,000.00	A+	4/4/2024	1,337,762.20	4.84%	1,375,309.00	37,546.80
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,611,022.20	256,635.40
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,646,775.60	-26,188.50
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,767,440.00	-258,480.00
BANK OF NY MELLON CORP	4/22/2025	4.729%	4/20/2029	06405LAH4	8,000,000.00	AA-	4/28/2025	8,093,600.00	4.40%	8,112,960.00	19,360.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	4,087,422.00	1,366.20
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	4,087,422.00	2,070.00
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	2,924,000.00	AA-	4/11/2024	2,911,222.12	4.80%	2,987,918.64	76,696.52
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	357,651.00	8,284.50
BOFA SECURITIES INC.	8/18/2023	5.526%	8/18/2026	06428CAA2	4,000,000.00	A+	8/18/2023	3,998,360.00	5.54%	4,065,720.00	67,360.00
BOFA SECURITIES INC.	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,372,856.00	91,604.20
BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	4,980,000.00	A-	4/2/2025	5,035,178.40	4.66%	5,046,084.60	10,906.20
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A	6/30/2021	5,672,673.50	0.96%	5,618,400.50	-54,273.00
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	10,000,000.00	AA-	4/22/2025	10,124,500.00	4.46%	10,237,800.00	113,300.00
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	6,800,000.00	AA-	4/30/2025	6,955,924.00	4.22%	6,961,704.00	5,780.00
CITIBANK NA	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,753,248.50	528,248.50
ELI LILLY & COMPANY	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,406,065.25	-153,190.35
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	A+	8/14/2024	1,557,643.50	4.16%	1,562,510.65	4,867.15
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	A+	8/14/2024	444,025.45	4.25%	447,149.35	3,123.90
HERSHEY CO/THE	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,988,210.00	-25,830.00

# City of Santa Clara Monthly Report

## 4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
HONEYWELL INTERNATIONAL INC	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,984,300.00	-113,600.00
HONEYWELL INTERNATIONAL INC	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,247,919.30	65,958.75
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,833,200.00	-75,400.00
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	605,000.00	A	7/18/2023	610,874.55	4.73%	621,026.45	10,151.90
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	505,000.00	A	7/14/2023	504,247.55	4.98%	518,377.45	14,129.90
JOHNSON & JOHNSON	2/20/2025	4.500%	3/1/2027	478160DG6	4,850,000.00	AAA	3/13/2025	4,879,439.50	4.17%	4,916,687.50	37,248.00
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A	8/10/2022	3,710,746.00	3.80%	3,985,733.00	274,987.00
JPMORGAN CHASE FINANCIAL CO LLC	2/24/2022	2.947%	2/24/2028	46647PCW4	2,925,000.00	A	9/18/2023	2,674,532.25	5.13%	2,850,295.50	175,763.25
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.571%	4/22/2028	46647PEE2	5,000,000.00	A	8/9/2024	5,103,350.00	4.95%	5,113,300.00	9,950.00
JPMORGAN CHASE FINANCIAL CO LLC	1/24/2025	4.915%	1/24/2029	46647PEU6	2,825,000.00	A	3/13/2025	2,841,921.75	4.74%	2,864,973.75	23,052.00
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.581%	4/22/2030	46647PEG7	2,750,000.00	A	4/28/2025	2,835,552.50	4.87%	2,849,715.00	14,162.50
MASTERCARD INC	5/31/2019	2.950%	6/1/2029	57636QAM6	7,500,000.00	A+	6/27/2024	6,889,875.00	4.82%	7,177,350.00	287,475.00
META PLATFORMS INC	8/9/2024	4.300%	8/15/2029	30303M8S4	5,370,000.00	AA-	8/14/2024	5,385,895.20	4.23%	5,419,457.70	33,562.50
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	6,105,000.00	A+	5/31/2024	6,117,881.55	5.45%	6,226,794.75	108,913.20
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	3,145,000.00	A+	5/30/2024	3,145,000.00	5.50%	3,207,742.75	62,742.75
NOVARTIS FINANCE CORPORATION	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,924,100.00	285,500.00
PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	7,000,000.00	A+	7/30/2024	6,996,080.00	4.61%	7,085,190.00	89,110.00
PEPSICO INC	7/17/2024	4.500%	7/17/2029	713448FX1	4,380,000.00	A+	7/17/2024	4,373,211.00	4.53%	4,452,839.40	79,628.40
PEPSICO INC	2/7/2025	4.600%	2/7/2030	713448GB8	2,380,000.00	A+	2/7/2025	2,376,001.60	4.64%	2,422,268.80	46,267.20
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,846,256.00	-14,332.50
STATE STREET BANK CORP	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,349,678.80	98,313.60
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,448,327.60	-119,561.90
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	958,399.20	-29,917.80
TOYOTA MOTOR CREDIT CORP	9/11/2023	5.250%	9/11/2028	89236TLB9	5,600,000.00	A+	9/11/2023	5,590,256.00	5.29%	5,775,224.00	184,968.00
WALMART INC.	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,691,621.00	-320,226.00
WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	3,220,000.00	AA	4/28/2025	3,214,429.40	4.39%	3,257,770.60	43,341.20
<b>Corporate Note</b>				<b>Subtotal</b>	<b>215,439,000.00</b>			<b>214,173,407.22</b>		<b>216,200,300.09</b>	<b>2,026,892.87</b>
AMERICAN EXPRESS CREDIT ACCOUNT MASTER	9/19/2023	5.230%	9/15/2028	02582JKD1	6,170,000.00	AAA	9/19/2023	6,169,724.20	5.23%	6,255,701.30	85,977.10
BA CREDIT CARD TRUST	12/14/2023	4.980%	11/15/2028	05522RDH8	3,045,000.00	NR	12/14/2023	3,044,591.06	4.98%	3,081,935.85	37,344.79
BOFA AUTO TRUST 2024-1	7/31/2023	5.530%	2/15/2028	06428AAC2	2,801,584.93	NR	7/31/2023	2,801,478.74	5.53%	2,822,540.79	21,062.05
BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	6,595,000.00	NR	11/21/2023	6,594,880.63	5.74%	6,674,205.95	79,325.32
CHASE ISSUANCE TRUST	9/15/2023	5.160%	9/15/2028	161571HT4	6,045,000.00	AAA	9/15/2023	6,043,324.33	5.17%	6,125,942.55	82,618.22
CHASE ISSUANCE TRUST	1/31/2024	4.600%	1/16/2029	161571HV9	7,605,000.00	AAA	1/31/2024	7,603,841.76	4.60%	7,662,037.50	58,195.74
CITIBANK CREDIT CARD ISSUANCE TRUST	12/11/2023	5.230%	12/8/2027	17305EGW9	1,855,000.00	AAA	12/11/2023	1,854,767.38	5.23%	1,862,531.30	7,763.92
FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	5,270,000.00	AAA	8/23/2023	5,269,673.26	5.53%	5,316,744.90	47,071.64
GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	815,000.00	NR	1/17/2024	814,836.10	4.85%	819,775.90	4,939.80

# City of Santa Clara Monthly Report

4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
HONDA AUTO RECEIVABLES OWNER TRUST 2024	11/24/2021	0.880%	1/21/2026	43815GAC3	28,130.46	NR	11/24/2021	28,124.53	0.89%	28,067.17	-57.36
HONDA AUTO RECEIVABLES OWNER TRUST 2024	8/22/2023	5.410%	2/18/2028	43815QAC1	4,825,000.00	AAA	8/22/2023	4,824,005.09	5.42%	4,859,788.25	35,783.16
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	2,530,000.00	AAA	11/13/2023	2,529,667.31	5.54%	2,563,370.70	33,703.39
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	3/12/2025	4.320%	10/15/2029	44935CAD3	6,570,000.00	AAA	3/12/2025	6,569,030.93	4.32%	6,598,382.40	29,351.47
KUBOTA CREDIT OWNER TRUST 2024-2A	7/26/2023	5.280%	1/18/2028	500945AC4	1,925,000.00	NR	7/26/2023	1,924,513.75	5.29%	1,943,095.00	18,581.25
KUBOTA CREDIT OWNER TRUST 2024-2A	2/19/2025	4.670%	6/15/2029	50117FAC5	4,065,000.00	NR	2/19/2025	4,064,860.57	4.67%	4,113,292.20	48,431.63
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	8/15/2023	5.160%	4/17/2028	89231FAD2	1,505,000.00	AAA	8/15/2023	1,504,659.57	5.17%	1,513,428.00	8,768.43
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,725,000.00	AAA	11/14/2023	1,724,814.05	5.54%	1,749,167.25	24,353.20
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	4/30/2025	4.340%	11/15/2029	89231HAD8	4,385,000.00	AAA	4/30/2025	4,384,748.74	4.34%	4,385,000.00	251.26
USAA AUTO OWNER TRUST 2024-A	9/15/2023	5.580%	5/15/2028	90291VAC4	5,457,115.29	AAA	9/15/2023	5,456,160.30	5.58%	5,491,167.69	35,007.39
VOLKSWAGEN AUTO LOAN ENHANCED TRUST 202	3/25/2025	4.500%	8/20/2029	92868MAD1	6,905,000.00	NR	3/25/2025	6,904,765.23	4.50%	6,956,580.35	51,815.12
<b>Asset-Backed Security</b>				<b>Subtotal</b>	<b>80,121,830.67</b>			<b>80,112,467.53</b>		<b>80,822,755.05</b>	<b>710,287.52</b>
COOPERATIEVE RABOBANK UA/NY	7/20/2023	5.080%	7/17/2026	21684LGS5	7,500,000.00	A+	7/20/2023	7,500,000.00	5.08%	7,617,450.00	117,450.00
<b>Certificate of Deposit</b>				<b>Subtotal</b>	<b>7,500,000.00</b>			<b>7,500,000.00</b>		<b>7,617,450.00</b>	<b>117,450.00</b>
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.250%	5/1/2025	992995944	1,008,127.02		9/1/2020	1,008,127.02		1,008,127.02	-
LOCAL AGENCY INVESTMENT FUND		4.281%	5/1/2025		6,210,978.95		9/30/1997	6,210,978.95		6,210,978.95	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		4.450%	5/1/2025		169,506,053.71		10/4/2022	169,506,053.71		169,506,053.71	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	5/6/2025		10,000,000.00		1/8/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.190%	7/3/2025		10,000,000.00		4/7/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	7/28/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.190%	8/4/2025		20,000,000.00		4/7/2025	20,000,000.00		20,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	8/27/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	9/26/2025		10,000,000.00		4/30/2025	10,000,000.00		10,000,000.00	-

# City of Santa Clara Monthly Report

4/30/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
DREYFUS TREASURY		4.160%	5/1/2025		2,440,780.44		10/31/1997	2,440,780.44		2,440,780.44	-
<b>Cash Equivalent</b>				<b>Subtotal</b>	249,165,940.12			249,165,940.12		249,165,940.12	-
<b>Grand Total</b>			<b>Count</b>	<b>178</b>	1,406,366,033.08			1,407,901,183.58		1,418,909,659.19	11,008,475.61

\*NR = Not Rated by S&P Global. These Asset Backed Securities are rated by Moody's Ratings as Aaa.

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
ACCOUNT NUMBER XXXXXXXX

**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		<u>BEGINNING BALANCE</u>	<u>0.00</u>	<u>1,154,557,073.85</u>	
		CASH EQUIVALENTS			
04/01/25		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 03.01.2025 TO 03.31.2025	6,788.54		
04/02/25	10,735,000	PURCHASED U.S. TREASURY BILLS 4/10/25 CUSIP 912797NB9 AT \$99.9058 ON TRADE DATE 04/02/2025 NOMURA SECURITIES INTL. INC.	10,724,885.24-	10,724,885.24	
04/10/25	10,735,000-	MATURED U.S. TREASURY BILLS 4/10/25 CUSIP 912797NB9 AT \$100.0000 ON TRADE DATE 04/10/2025	10,724,885.24	10,724,885.24-	
04/10/25		INTEREST RECEIVED U.S. TREASURY BILLS 4/10/25 CUSIP 912797NB9 INTEREST ON 10,735,000.000 UNITS 10,735,000 PAR VALUE AT 100 %	10,114.76		
04/30/25	15,643,329.98	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 15 TRANSACTIONS	15,643,329.98-	15,643,329.98	
04/30/25	14,977,262.78-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 3 TRANSACTIONS	14,977,262.78	14,977,262.78-	

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
ACCOUNT NUMBER XXXXXXXX

**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BONDS & NOTES			
04/04/25		INTEREST RECEIVED ADOBE INC 4.800% 4/04/29 CUSIP 00724PAF6 INTEREST ON 2,975,000.000 UNITS	71,400.00		
04/14/25		INTEREST RECEIVED AMAZON.COM INC 3.300% 4/13/27 CUSIP 023135CF1 INTEREST ON 6,715,000.000 UNITS	110,797.50		
04/15/25		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 \$0.00436/PV ON 6,170,000.00 PV DUE 4/15/25	26,890.91		
04/02/25	4,980,000	PURCHASED BANK AMERICA CO V-D 4.979% 1/24/29 CUSIP 06051GMK2 AT \$101.1080 ON TRADE DATE 04/01/2025 TO SETTLE ON 04/02/2025 CITIGROUP GBL MKTS/SALOMON BRO	5,035,178.40-	5,035,178.40	
04/02/25		ACCRUED INTEREST ON PURCHASE BANK AMERICA CO V-D 4.979% 1/24/29 CUSIP 06051GMK2	46,835.79-		
04/02/25		INTEREST RECEIVED BANK OF AMER CRP MTN VAR-CPN 4/02/2 CUSIP 06051GKM0 INTEREST ON 5,000,000.000 UNITS	84,600.00		
04/02/25	5,000,000-	FULL CALL 5,000,000 \$1 PV BANK OF AMER CRP MTN VAR-CPN 4/02/2 ON 04/02/25 AT 1.00 USD LT CAPITAL LOSS OF 5,100.00- USD ON LT CAPITAL LOSS OF 5,100.00- USD ON FEDERAL TAX COST 5,005,100.00 USD STATE TAX COST 5,005,100.00 USD	5,000,000.00	5,005,100.00-	5,100.00-

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
ACCOUNT NUMBER XXXXXXXX

**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2 \$0.00442/PV ON 2,993,227.98 PV DUE 4/15/25	13,793.79		
04/15/25	191,643.05-	PAID DOWN BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2	191,643.05	191,635.79-	7.26
04/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 \$0.00478/PV ON 6,595,000.00 PV DUE 4/15/25	31,546.08		
04/28/25	8,000,000	PURCHASED BK NY MELLON V-D 4.729% 4/20/29 CUSIP 06405LAH4 AT \$101.1700 ON TRADE DATE 04/25/2025 TO SETTLE ON 04/28/2025 RBC DAIN RAUSCHER INC.	8,093,600.00-	8,093,600.00	
04/28/25		ACCRUED INTEREST ON PURCHASE BK NY MELLON V-D 4.729% 4/20/29 CUSIP 06405LAH4	6,305.33-		
04/15/25		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 \$0.00415/PV ON 3,045,000.00 PV DUE 4/15/25	12,636.75		
04/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 \$0.00383/PV ON 7,605,000.00 PV DUE 4/15/25	29,152.50		

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
ACCOUNT NUMBER XXXXXXXX

**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 \$0.00430/PV ON 6,045,000.00 PV DUE 4/15/25	25,993.50		
04/22/25	10,000,000	PURCHASED CISCO SYSTEMS INC 4.750% 2/24/30 CUSIP 17275RBX9 AT \$101.2450 ON TRADE DATE 04/21/2025 TO SETTLE ON 04/22/2025 MORGAN STANLEY & CO.	10,124,500.00-	10,124,500.00	
04/22/25		ACCRUED INTEREST ON PURCHASE CISCO SYSTEMS INC 4.750% 2/24/30 CUSIP 17275RBX9	76,527.78-		
04/30/25	6,800,000	PURCHASED CISCO SYSTEMS INC 4.750% 2/24/30 CUSIP 17275RBX9 AT \$102.2930 ON TRADE DATE 04/29/2025 TO SETTLE ON 04/30/2025 J.P. MORGAN SECURITIES INC., -	6,955,924.00-	6,955,924.00	
04/30/25		ACCRUED INTEREST ON PURCHASE CISCO SYSTEMS INC 4.750% 2/24/30 CUSIP 17275RBX9	59,216.67-		
04/25/25		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 \$0.00260/PV ON 6,525,000.00 PV DUE 4/25/25	16,948.69		
04/30/25	1,860,000-	SOLD FED NATL MTG ASSN 0.500% 11/07/25 CUSIP 3135G06G3 AT \$98.0900 ON TRADE DATE 04/28/2025 TO SETTLE ON 04/30/2025 PERSHING	1,824,474.00	1,864,929.00-	40,455.00-

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
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STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/30/25		ACCRUED INTEREST ON SALE FED NATL MTG ASSN 0.500% 11/07/25 CUSIP 3135G06G3	4,469.17		
04/25/25		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 \$0.00270/PV ON 5,187,302.68 PV DUE 4/25/25	14,468.25		
04/25/25	10,453.04-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1	10,453.04	10,131.28-	321.76
04/25/25		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 \$0.00395/PV ON 5,750,000.00 PV DUE 4/25/25	22,712.50		
04/25/25		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 \$0.00404/PV ON 9,019,000.00 PV DUE 4/25/25	36,451.79		
04/25/25		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 \$0.00369/PV ON 5,960,000.00 PV DUE 4/25/25	22,002.34		
04/10/25	10,570,000	PURCHASED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 AT \$100.6911 ON TRADE DATE 04/01/2025 TO SETTLE ON 04/10/2025 BARCLAYS CAPITAL INC. FIXED IN	10,643,049.27-	10,643,049.27	

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FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/10/25		ACCRUED INTEREST ON PURCHASE FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1	11,833.12-		
04/24/25	4,010,000	PURCHASED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 AT \$99.9965 ON TRADE DATE 04/15/2025 TO SETTLE ON 04/24/2025 J.P. MORGAN SECURITIES INC., -	4,009,859.65-	4,009,859.65	
04/24/25		ACCRUED INTEREST ON PURCHASE FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8	11,298.18-		
04/25/25		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 \$0.00270/PV ON 4,545,000.00 PV DUE 4/25/25	12,282.86		
04/25/25		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 \$0.00393/PV ON 6,030,603.11 PV DUE 4/25/25	24,006.83		
04/25/25	4,713.56-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45	4,713.56	4,713.44-	0.12
04/25/25		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 \$0.00402/PV ON 7,500,000.00 PV DUE 4/25/25	30,118.75		

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

CITY OF SANTA CLARA- CUSTODY  
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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/25		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 \$0.00461/PV ON 5,270,000.00 PV DUE 4/15/25	24,285.91		
04/08/25	0.08-	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.182% 7/25/28 CUSIP 3136BQDE6 TO BALANCE CUSTODIAN			
04/08/25	0.09-	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.182% 7/25/28 CUSIP 3136BQDE6 TO BALANCE TO CUSTODIAN			
04/25/25		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 \$0.00349/PV ON 15,617,605.67 PV DUE 4/25/25	54,531.48		
04/25/25	82.57-	PAID DOWN FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6	82.57	80.21-	2.36
04/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 \$0.00404/PV ON 815,000.00 PV DUE 4/16/25	3,293.96		
04/18/25		INTEREST RECEIVED HONDA AUTO ABS 5.410% 2/18/28 CUSIP 43815QAC1 \$0.00451/PV ON 4,825,000.00 PV DUE 4/18/25	21,752.71		

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FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/21/25		INTEREST RECEIVED HONDA AUTO RECEIVABL 0.880% 1/21/26 CUSIP 43815GAC3 \$0.00004/PV ON 82,648.33 PV DUE 4/21/25	60.61		
04/21/25	54,517.87-	PAID DOWN HONDA AUTO RECEIVABL 0.880% 1/21/26 CUSIP 43815GAC3	54,517.87	54,506.38-	11.49
04/15/25		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 \$0.00396/PV ON 6,570,000.00 PV DUE 4/15/25	26,017.20		
04/15/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 \$0.00462/PV ON 2,530,000.00 PV DUE 4/15/25	11,680.17		
04/22/25		INTEREST RECEIVED JPMORGAN CHASE V-D 5.571% 4/22/28 CUSIP 46647PEE2 INTEREST ON 5,000,000.000 UNITS	139,275.00		
04/28/25	2,750,000	PURCHASED JPMORGAN CHASE V-D 5.581% 4/22/30 CUSIP 46647PEG7 AT \$103.1110 ON TRADE DATE 04/25/2025 TO SETTLE ON 04/28/2025 BANC OF AMERICA SECURITIES LLC	2,835,552.50-	2,835,552.50	
04/28/25		ACCRUED INTEREST ON PURCHASE JPMORGAN CHASE V-D 5.581% 4/22/30 CUSIP 46647PEG7	2,557.96-		

STATEMENT OF TRANSACTIONS  
FOR THE PERIOD APRIL 1, 2025 THROUGH APRIL 30, 2025

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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/25		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 \$0.00389/PV ON 4,065,000.00 PV DUE 4/15/25	15,819.63		
04/15/25		INTEREST RECEIVED KUBOTA CREDIT ABS 5.280% 1/18/28 CUSIP 500945AC4 \$0.00440/PV ON 1,925,000.00 PV DUE 4/15/25	8,470.00		
04/30/25	4,385,000	PURCHASED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 AT \$99.9943 ON TRADE DATE 04/24/2025 TO SETTLE ON 04/30/2025 BARCLAYS CAPITAL INC. FIXED IN	4,384,748.74-	4,384,748.74	
04/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2 \$0.00430/PV ON 1,505,000.00 PV DUE 4/15/25	6,471.50		
04/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 \$0.00462/PV ON 1,725,000.00 PV DUE 4/15/25	7,963.75		
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 4/30/28 CUSIP 91282CHA2 INTEREST ON 5,075,000.000 UNITS	88,812.50		

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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/28/25	8,115,000-	SOLD U.S. TREASURY NOTES 3.625% 3/31/28 CUSIP 91282CGT2 AT \$99.6797 ON TRADE DATE 04/25/2025 TO SETTLE ON 04/28/2025 NOMURA SECURITIES INTL. INC.	8,089,006.64	8,149,040.32-	60,033.68-
04/28/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.625% 3/31/28 CUSIP 91282CGT2	22,504.71		
04/02/25	10,650,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$100.4141 ON TRADE DATE 04/01/2025 TO SETTLE ON 04/02/2025 BANC OF AMERICA SECURITIES LLC	10,694,097.66	10,595,917.97-	98,179.69
04/02/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	38,201.09		
04/17/25	1,775,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$100.3906 ON TRADE DATE 04/16/2025 TO SETTLE ON 04/17/2025 CITIGROUP GBL MKTS/SALOMON BRO	1,781,933.59	1,765,986.33-	15,947.26
04/17/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	9,260.87		
04/22/25	10,125,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$100.2969 ON TRADE DATE 04/21/2025 TO SETTLE ON 04/22/2025 CITIGROUP GBL MKTS/SALOMON BRO	10,155,058.59	10,073,583.98-	81,474.61

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STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/22/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	58,328.80		
04/28/25	3,200,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$100.0117 ON TRADE DATE 04/23/2025 TO SETTLE ON 04/28/2025 RBC DAIN RAUSCHER INC.	3,200,375.00	3,183,750.00-	16,625.00
04/28/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	20,521.74		
04/28/25	2,560,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$100.4844 ON TRADE DATE 04/25/2025 TO SETTLE ON 04/28/2025 RBC DAIN RAUSCHER INC.	2,572,400.00	2,547,000.00-	25,400.00
04/28/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	16,417.39		
04/30/25	6,915,000-	SOLD U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 AT \$101.0859 ON TRADE DATE 04/29/2025 TO SETTLE ON 04/30/2025 BARCLAYS CAPITAL INC. FIXED IN	6,990,092.58	6,879,884.76-	110,207.82
04/30/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8	45,849.46		

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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/27 CUSIP 91282CFU0 INTEREST ON 92,145,000.000 UNITS	1,900,490.63		
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/29 CUSIP 91282CLR0 INTEREST ON 4,315,000.000 UNITS	88,996.88		
04/15/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.500% 4/15/27 CUSIP 91282CKJ9 INTEREST ON 21,925,000.000 UNITS	493,312.50		
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 4/30/29 CUSIP 91282CKP5 INTEREST ON 22,050,000.000 UNITS	509,906.25		
04/15/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 10/15/26 CUSIP 91282CJC6 INTEREST ON 9,975,000.000 UNITS	230,671.88		
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 4/30/26 CUSIP 91282CKK6 INTEREST ON 13,735,000.000 UNITS	334,790.63		
04/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 10/31/28 CUSIP 91282CJF9 INTEREST ON 11,060,000.000 UNITS	269,587.50		

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CITY OF SANTA CLARA- CUSTODY  
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**STATEMENT OF TRANSACTIONS**

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/25		INTEREST RECEIVED USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4 \$0.00456/PV ON 5,907,547.19 PV DUE 4/15/25	27,470.09		
04/15/25	450,431.9-	PAID DOWN USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4	450,431.90	450,353.07-	78.83
04/22/25		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 \$0.00325/PV ON 6,905,000.00 PV DUE 4/20/25	22,441.25		
04/25/25		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 \$0.00269/PV ON 8,000,000.00 PV DUE 4/25/25	21,493.34		
04/22/25		INTEREST RECEIVED VR JPMORGAN CHASE & 1.578% 4/22/27 CUSIP 46647PCB0 INTEREST ON 4,100,000.000 UNITS	32,349.00		
04/28/25	3,220,000	PURCHASED WALMART INC 4.350% 4/28/30 CUSIP 931142FN8 AT \$99.8270 ON TRADE DATE 04/23/2025 TO SETTLE ON 04/28/2025 BANC OF AMERICA SECURITIES LLC	3,214,429.40-	3,214,429.40	
<b>ENDING BALANCE</b>			<b>0.00</b>	<b>1,159,743,370.48</b>	

INVESTMENT AND INSURANCE PRODUCTS ARE:  
 • NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY FEDERAL GOVERNMENT AGENCY  
 • NOT A DEPOSIT, OBLIGATION OF, OR GUARANTEED BY ANY BANK OR BANKING AFFILIATE  
 • SUBJECT TO INVESTMENT RISKS AND MAY LOSE VALUE, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED

## FY2024/25 Budget Amendments

General Fund (001)			
Department/Item	Source of Funds	Use of Funds	Explanation
Sales Tax	5,908,920		Increases the Sales Tax revenue estimate by \$5.9 million from \$62.9 million to \$68.8 million based on higher actual collections in FY 2024/25. Of this amount, \$3.9 million was factored into the FY 2025/26 Operating Budget and these funds are recommended to be added to the Ending Fund Balance below. Additional revenue of \$2.0 million is recommended to offset other budget actions below <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Revenue (Stadium Authority Excess Revenue)	6,165,000		Increases the Other Revenue estimate by \$6,165,000 to recognize excess revenue from the Stadium Authority received in FY 2024/25. When the FY 2025/26 and FY 2026/27 Adopted Operating Budget was developed, the use of this excess revenue projected at \$5.9 million was assumed in the budget, and these funds are recommended to be added to the Ending Fund Balance below. Actual receipts were \$265,000 above the \$5.9 million estimate and these additional funds are recommended to offset other budget actions below <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Rents (Stadium Authority Performance Rent)	4,200,000		Increases the Other Revenue estimate to recognize projected performance rent from the Stadium Authority. These funds were factored into the development of the FY 2025/26 Operating budget and are recommended to be set aside in the Ending Fund Balance below <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Agency Revenue/Land Sale Reserve	2,334,983	2,334,983	Increases the Other Agency revenue estimate by \$2.3 million to recognize the property tax distribution to the City of Santa Clara from the Successor Agency sale of the Hyatt property. These funds are recommended to be set aside in the Land Sale Reserve <b>(five affirmative Council votes required to appropriate additional revenue)</b> .

## FY2024/25 Budget Amendments

### General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
City Clerk's Office (General Election Costs)		29,000	Increases the budget for general elections by \$29,000 (from \$502,000 to \$531,000) based on the actual cost for the November 2024 election <b>(five affirmative Council votes required to appropriate additional revenue).</b>
Non-Departmental Stadium Charges for Services / Operations	380,000	380,000	Increases the Non-Departmental Stadium Charges for Services revenue estimate and increases the Stadium Operations appropriation to account for costs, and corresponding reimbursements, for planning and training related to the FIFA World Cup and Super Bowl LX events for 2026 <b>(five affirmative Council votes required to appropriate additional revenue).</b>
Property Tax/Property Tax Administration (Finance Department)	120,000	120,000	Increases the budget for property tax administration by \$120,000 based on the updated cost from the County of Santa Clara. Additional property tax revenue is available to offset this cost <b>(five affirmative Council votes required to appropriate additional revenue).</b>
Finance Department		550,000	Increases the Finance Department budget to provide funding for one-time licensing costs for PeopleSoft. Payment is for support services based on the size of the budget which can be assess annually in accordance with the contract. These costs were not assessed annually and this one-time payment is for prior years' assessments. Ongoing funding for this assessment is incorporated into the FY 2025/26 Adopted Budget <b>(five affirmative Council votes required to appropriate additional revenue).</b>
Other Agencies Revenue (Wildland Deployment Reimbursements) / Fire Department	592,928	592,928	Recognizes Cal OES reimbursements for wildland deployments in 2024 and 2025 incidents and appropriates the funding to the Fire Department to cover the associated costs, including the purchase of wildland deployment radios in the amount of \$92,400. The current cache of radios require replacement and are necessary for communication during mutual aid incidents <b>(five affirmative Council votes required to appropriate additional revenue).</b>

## FY2024/25 Budget Amendments

### General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Fire Department / Salaries and Benefits		1,700,000	Increases the Fire Department budget for salaries and benefits by \$1,700,000 to cover projected overages, including approximately \$1.0 million due to Field Operations overtime and compensatory time payout costs as well as \$0.7 million from separation payouts. Fire Department absences and compensatory time payouts remain significantly above historical levels resulting in higher than budgeted overtime costs. The separation payouts are not budgeted as these costs are typically absorbed within departmental budgets <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Fire Department - Other Fees for Services (Ambulance Transport Revenue) / Overtime/Materials/ Services/ Supplies	952,034	952,034	<p>Recognizes revenue for ambulance transport payments received from public healthcare providers and patients for Fire Department ambulance transports to hospitals. Ambulance transports began in March 2023 under the current Santa Clara County dispatch orders, allowing agencies with ambulances to transport patients to hospitals in conjunction with County contracted ambulance services.</p> <p>These funds will be used to help offset \$936,455 in increased overtime expenditures in the Field Operations Division due to increased absence rates. Additionally, these funds cost of merchant fees that incurred from ambulance billing invoices, where credit cards were used for payment, and duplicate payments. Also, these fees will cover the cost of ambulance maintenance fees <b>(five affirmative Council votes required to appropriate additional revenue)</b>.</p>
Rents/Transfer to the Parks and Recreation Capital Fund	92,570	92,570	This action recognizes Youth Sports Park facility rental revenue received from Bay Football Club (Bay FC) and Concacaf, and transfers those funds to the Parks and Recreation Capital Fund. A new Youth Sports Park Improvements capital project will be established with these funds <b>(five affirmative Council votes required to appropriate additional revenue)</b> .

## FY2024/25 Budget Amendments

### General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Non-Departmental		(1,920,000)	Reduces the Non-Departmental budget by \$1.9 million that had been set aside for separation payouts that occur during the year that cannot be absorbed by departments and reallocates those funds to the Accrued Liability Reserve to account for liabilities earned against the City but not yet paid <b>(majority affirmative Council votes required)</b> .
Accrued Liability Reserve		1,920,000	Increases the Accrued Liability Reserve by \$1.9 million to account for liabilities against the City earned but not yet paid. These are future costs that are expected to be paid by the City for items such as separation payouts. This addition is offset by a reduction to the Non-Departmental budget of \$1.9 million that had been set aside for separation payouts <b>(majority affirmative Council votes required)</b> .
Ending Fund Balance		13,994,920	This action increases the Ending Fund Balance to align with the assumption used in the development of the FY 2025/26 Adopted Operating Budget. This additional fund balance from Sales Tax (\$3.9 million), Stadium Authority excess revenue (\$5.9 million), and Stadium Authority performance rent (\$4.2 million) was assumed in the development of the budget and used to bring the Budget Stabilization Reserve to the budget policy level of 25% of expenditures <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>20,746,435</b>	<b>20,746,435</b>	

### Building Special Programs and Training Fund (220)

Department/Item	Source of Funds	Use of Funds	Explanation
License/Permit / Salaries and Benefits	7,000	7,000	Increases the License/Permit revenue estimate and salaries and benefits appropriation to account for higher than anticipated licensing revenue and higher than budgeted costs for accessibility training and certifications of staff <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>7,000</b>	<b>7,000</b>	

**FY2024/25 Budget Amendments**

**Cemetery Fund (093)**

<b>Department/Item</b>	<b>Source of Funds</b>	<b>Use of Funds</b>	<b>Explanation</b>
Transfer from the Perpetual Care Fund	1,500		This action increases the transfer from the Perpetual Care Fund to the Cemetery Fund based on the higher estimated interest earnings in the Perpetual Care Fund that are transferred to the Cemetery Fund <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer from the Endowment Care Fund	80,000		This action increases the transfer from the Endowment Care Fund to the Cemetery Fund based on the higher estimated interest earnings in the Endowment Care Fund that are transferred to the Cemetery Fund <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Ending Fund Balance		81,500	Increases the ending fund balance to offset the actions recommended above <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>81,500</b>	<b>81,500</b>	

**Electric Operating Grant Trust Fund (191)**

<b>Department/Item</b>	<b>Source of Funds</b>	<b>Use of Funds</b>	<b>Explanation</b>
Transfer to the Vehicle Replacement Fund		120,232	Increases the transfer to the Vehicle Replacement Fund based on increased reimbursement costs for purchases of electric vehicles. This is the final set of planned purchases for the electric vehicle replacement program as initially established in the FY 2021/22 Adopted Operating Budget. The City will continue to work towards the Zero-Emissions Vehicle Fleet targets and purchase electric vehicles where appropriate and available. Future funding provided from the Electric Utility will be determined on a case-by-case basis <b>(five affirmative Council votes required for the use of unused balances)</b> .
Ending Fund Balance - Greenhouse Gas Program		(120,232)	Decreases the Ending Fund Balance - Greenhouse Gas Program to offset the action above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	<b>-</b>	<b>-</b>	

## FY2024/25 Budget Amendments

### Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Replace Balance of Plant Control System (DCS)		500,000	Increases the Replace Balance of Plant Control System (DCS) project by \$500,000, from \$570,307 to \$1,070,307, to modify the Gianera control system to ensure compliance with North American Electric Reliability Corporation (NERC) standards and Department of Transportation (DOT) regulations for the gas pipeline. Funding is required to configure, validate, and test the three control workstations at Gianera to restrict access permission that only allows visibility of the Donald Von Raesfeld Power (DVR) Plant's system and disable edits or comments on DVR's system. Funding is provided by a reallocation from the Grizzly Tap Line Repair Project. A portion of the additional funding requested was factored into the Carryforward of Capital Funds approved by Council on June 10, 2025 to ensure funding is available at the start of the fiscal year in case close-out of projects and contingency are pushed out to FY 2025/26 due to timing of the project ( <b>majority affirmative Council votes required</b> ).
Grizzly Tap Line Repairs		(2,500,000)	Decreases the Grizzly Tap Line Repairs project by \$2.5 million, from \$16.9 million to \$14.4 million, due to expected savings after planned work is completed for FY 2024/25. Of this amount, \$500,000 of funding is recommended to be reallocated to the Replace Balance of Plant Control System project. The remaining \$2.0 million would be released to the unrestricted fund balance; it was assumed these funds would be reallocated to the Agnew Rebuild and Expansion project in FY 2025/26 as outlined in the Changes from Proposed budget approved by Council on June 10, 2025 as part of the FY 2025/26 Budget Adoption ( <b>majority affirmative Council votes required</b> ).

## FY2024/25 Budget Amendments

### Electric Utility Capital Fund (591) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Northwest Loop Capacity Upgrade		(9,000,000)	Decreases the Northwest Loop Capacity Upgrade project by \$9 million, from \$18.6 million to \$9.6 million to align with anticipated expenditures and to reallocate funds to other projects. In FY 2023/24, the project's scope was expanded to include the replacement of an underground transmission line, and additional funds were appropriated accordingly. That component required additional work that needed separate design and construction. A new project, Northwest Loop Capacity Upgrade Phase II, was recommended to be created in the amount of \$4.0 million in FY 2025/26 as outlined in the Changes from Proposed budget approved by Council on June 10, 2025. The Council action on June 10, 2025 also allocated \$4.0 million for the Central Rebuild and Expansion project and \$1.0 million for the Agnew Rebuild and Expansion in FY 2025/26 as part of the FY 2025/26 Adopted Budget. This action reduces the Northwest Loop Capacity Upgrade by \$9.0 million to release funds to the unrestricted fund balance to provide funding for those projects in FY 2025/26 ( <b>majority affirmative Council votes required</b> ).
Unrestricted Ending Fund Balance		11,000,000	Increases the Unrestricted Ending Fund Balance to offset the actions above. This unrestricted balance was factored into the FY 2025/26 Adopted Budget as part of the Changes to the Proposed Budget approved by Council on June 10, 2025 ( <b>majority affirmative Council votes required</b> ).
	-	-	

### Electric Utility Debt Service Fund (491)

Department/Item	Source of Funds	Use of Funds	Explanation
Bond Proceeds / Administrative Costs	585,113	585,113	Increases the Bond Proceeds estimate and the Administrative Costs to reflect the cost of issuance, which was incorporated into the bond issuance amount ( <b>five affirmative Council votes required to appropriate additional revenue</b> ).
	<b>585,113</b>	<b>585,113</b>	

## FY2024/25 Budget Amendments

### Electric Utility Fund (091)

Department/Item	Source of Funds	Use of Funds	Explanation
Charges for Services	25,000,000		Increases the Charges for Services revenue estimate to recognize additional revenue due to higher than anticipated energy sales revenue <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Ending Fund Balance - Operations and Maintenance Reserve		21,000,000	Increases the Operations and Maintenance Reserve by \$21.0 million, from \$257.0 million to \$278.0 million. At \$278.0 million, the reserve covers approximately 170 days of operations. Due to large fluctuations and variability in the energy market, the Electric Utility Operations and Maintenance Reserve has a target ranging from 90 to 180 days of operations <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Ending Fund Balance - Rate Stabilization Reserve		4,000,000	Increases the Rate Stabilization Reserve by \$4.0 million, from \$70.0 million to \$74.0 million. The minimum reserve target is a balance equal to 10% of current year rate payer revenue. At \$74.0 million, this accounts for ~10% of rate payer revenue <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>25,000,000</b>	<b>25,000,000</b>	

### Endowment Care Fund (077)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	80,000	80,000	This action increases the interest earnings revenue estimate in the Endowment Care Fund and increases the transfer of these funds to the Cemetery Fund based on estimated earnings through the end of the fiscal year <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>80,000</b>	<b>80,000</b>	

## FY2024/25 Budget Amendments

### Fire Development Services Fund (158)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Fees for Services / Fire Department	250,000	250,000	This action recognizes higher development services fees and allocates those funds to the Fire Department to address higher overtime and as-needed staffing costs to support the current level of development activity <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	250,000	250,000	

### Fire Operating Grant Trust Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Bay Area Urban Areas Security Initiative	60,000	60,000	Recognizes Bay Area Urban Areas Security Initiative (BAUSI) Hazmat training reimbursement and appropriates the funding to the Fire Department to cover the estimated costs. This training is a Preventative Radiological/Nuclear Detection (PRND) program that provides equipment, training, and technical support to effectively detect and respond to radiological/nuclear threats <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Agencies Revenue / USAR Training Reimbursement	25,000	25,000	Recognizes Urban Search and Rescue training reimbursement from the Menlo Park Fire Protection District for the Water Rescue in Flood Environments, Swift Water Rescue, and Medical Specialist Training activities <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Agencies Revenue / USAR Deployment	205,955	205,955	Recognizes Urban Search and Rescue deployment reimbursement for Tropical Storm Milton and appropriates the funding to the Fire Department to cover the associated costs <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Staffing for Adequate Fire and Emergency Response (SAFER)	147,223	147,223	Increases the Staffing for Adequate Fire and Emergency Response (SAFER) grant revenue estimate and appropriation by \$147,223 to reflect retroactive reimbursements from the prior FY 2023/24 <b>(five affirmative Council votes required to appropriate additional revenue)</b> .

## FY2024/25 Budget Amendments

### Fire Operating Grant Trust Fund (178) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Staffing for Adequate Fire and Emergency Response (SAFER)		300,000	Increases the Staffing for Adequate Fire and Emergency Response (SAFER) appropriation by \$300,000 to account for higher projected salary and benefits expenditures. It is anticipated that these costs will be reimbursed in FY 2025/26 <b>(five affirmative Council votes required for the use of unused balances)</b> .
Unrestricted Fund Balance		(300,000)	This change to the Unrestricted Ending Fund Balance offsets the recommended action above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	<b>438,178</b>	<b>438,178</b>	

### Parks and Recreation Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund/Youth Sports Park Improvements	92,570	92,570	This action recognizes a transfer from the General Fund and establishes a new Youth Sports Park Improvements project. The funding in the General Fund was generated from Youth Sports Park facility rental revenue received from Bay Football Club (Bay FC) and Concacaf. These funds will be used to establish a new Youth Sports Park Improvements capital project that will support future capital infrastructure improvements to this facility <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Mitigation Fee Act Revenue	1,508,002		Increases the Mitigation Fee Act revenue estimate by \$1,508,002 based on revenue received year-to-date <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Quimby Act Revenue	2,856,072		Increases the Quimby Act revenue estimate by \$2,856,072 based on revenue received year-to-date <b>(five affirmative Council votes required to appropriate additional revenue)</b> .

## FY2024/25 Budget Amendments

### Parks and Recreation Capital Fund (532) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Park Impact Fees Monitoring Project		87,281	Increases the Park Impact Fees Monitoring Project appropriation based on Mitigation Fee Act (MFA) and Quimby Act revenue received year-to-date. The appropriation is based on a calculation of two percent (2%) of actual Quimby and MFA fees received which are transferred to this project annually (City Chapter 17.35 of the City Code) to support staff and studies related to the park in-lieu program <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Parkland Acquisition Project		1,069,199	Increases the Parkland Acquisition Project appropriation by \$1,069,199 (from \$10,541,549 to \$11,610,748) based on Mitigation Fee Act and Quimby Act revenue received year-to-date. The appropriation is based on 25% of total Park In-Lieu Fees received, after two percent (2%) is allocated to the Park Impact Fees Monitoring Project <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Ending Fund Balance - Quimby Act Fees		2,099,213	Increases the Quimby Act Fees ending fund balance to offset the actions above <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Ending Fund Balance - Mitigation Fee Act Fees		1,108,381	Increases the Mitigation Fee Act Fees ending fund balance to offset the actions above <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>4,456,644</b>	<b>4,456,644</b>	

### Parks & Recreation Operating Grant Trust Fund (111)

Department/Item	Source of Funds	Use of Funds	Explanation
Santa Clara County Fireworks Grant FY 2024/25	5,000	5,000	Recognizes and appropriates a grant from the County of Santa Clara to partially fund the City's July 4, 2025, fireworks display in partnership with Great America, which includes a community picnic at Mission College and a public and fire safety education component <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<b>5,000</b>	<b>5,000</b>	

## FY2024/25 Budget Amendments

### Perpetual Care Fund (076)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	1,500	1,500	This action increases the interest earnings revenue estimate in the Perpetual Care Fund and increases the transfer of these funds to the Cemetery Fund based on estimated earnings through the end of the fiscal year <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	1,500	1,500	

### Public Donations Fund (067)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue / Senior Center's Health & Wellness Case Management Program	6,100	6,100	Recognizes and appropriates donations to support the following Senior Programs: Senior Center activities (\$3,600 from Velda Lovato) and Senior Health & Wellness program (\$1,500 from Kaiser Permanente, and \$1,000 from the Santa Clara Historic Home Tour) <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	6,100	6,100	

### Public Facilities Financing Corporation Fund (431)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Interest Expense	1,500	1,500	Increases the revenue estimate for interest earnings and increases the interest expense budget for higher than anticipated interest paid on the 2013 Certificates of Participation payments <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	1,500	1,500	

## FY2024/25 Budget Amendments

### Sewer Utility Fund (094)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Right of Way Expense	100,000	100,000	This action increases the interest earnings revenue estimate and right of way expense appropriation. The right of way expense budget is a percentage of estimated revenue collections and interest earnings have exceeded the budgeted estimate, resulting in higher right of way expenses <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	100,000	100,000	

### Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Revenue from Agency - Miscellaneous / Bridge Maintenance Program	262,360	262,360	This action increases the Revenue from Agency-Miscellaneous to recognize funding from Caltrans Bridge Preventive Maintenance Program for the City's Bridge Maintenance Program. Funding is for the design of preventative maintenance for various bridges in the City <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	262,360	262,360	

### Vehicle Replacement Fund (050)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Electric Operating Grant Trust Fund / Capital Outlay	120,232	120,232	Increases the transfer from the Electric Operating Grant Trust Fund and the Capital Outlay appropriation based on increased reimbursement costs for purchases of electric vehicles. This is the final set of planned purchases for the electric vehicle replacement program as initially established in the FY 2021/22 Adopted Operating Budget. The City will continue to work towards the Zero-Emissions Vehicle Fleet targets and purchase electric vehicles where appropriate and available. Future funding provided from the Electric Utility will be determined on a case-by-case basis <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	120,232	120,232	

## FY2024/25 Budget Amendments

### Water Recycling Fund (097)

Department/Item	Source of Funds	Use of Funds	Explanation
Charges for Services	360,000		Increases the Charges for Services revenue estimate to reflect higher collections for recycled water usage <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Resource/Production		1,000,000	Increases the Resource/Production appropriation to account for higher than anticipated recycled water usage <b>(five affirmative Council votes required for the use of unused balances and to appropriate additional revenue)</b> .
Ending Fund Balance - Operations and Maintenance Reserve		(640,000)	Decreases the Operations and Maintenance Reserve to partially offset the higher resource/production costs <b>(five affirmative Council votes required for the use of unused balances)</b> .
	360,000	360,000	

### Water Utility Capital Fund (592)

Department/Item	Source of Funds	Use of Funds	Explanation
Asset Management Program		30,000	Increases the Asset Management Program project to account for higher than anticipated costs <b>(five affirmative Council votes required for the use of unused balances)</b> .
SCADA Improvements		350,000	Increases the SCADA Improvements project appropriation to account for upgrades done in FY 2023/24. Due to the timing of the invoices, the expenses were incurred in the current fiscal year for work done last fiscal year <b>(five affirmative Council votes required for the use of unused balances)</b> .
Tank Rehabilitation		6,000	Increases the Tank Rehabilitation project appropriation to account for higher costs associated with a water main replacement <b>(five affirmative Council votes required for the use of unused balances)</b> .
Unrestricted Ending Fund Balance		(386,000)	Decreases the unrestricted ending fund balance to offset the actions recommended above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	



## Agenda Report

25-369

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on Award of Purchase Order(s) to Bound Tree Medical, Inc. for Emergency Medical Services Supplies

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The Santa Clara Fire Department (Fire Department) purchases emergency medical services (EMS) supplies to support its emergency response personnel in delivering immediate, pre-hospital care to individuals experiencing medical or traumatic events. These supplies include, but are not limited to:

- Personal Protective Equipment (gloves, masks, safety glasses, disposal gowns, etc.)
- Patient assessment tools (pulse oximeters, stethoscopes, sphygmomanometers, blood glucose testers and supplies, laryngoscopes, patient airway devices, etc.)
- First aid and trauma supplies (spinal immobilization equipment, splints, bandaging supplies, obstetric kits, tourniquets, trauma dressings, etc.)
- Medications and medication delivery devices (intravenous supplies, numerous medications, intraosseous infusion devices, oxygen delivery equipment, etc.)
- Cardiac monitoring and defibrillation equipment

Pursuant to Article IV (Scope of Work), Section 4.4.3 of the executed 911 Emergency Medical Services Provider agreement between the City of Santa Clara and the County of Santa Clara, the Fire Department is required to implement all policies, guidelines, and procedures of the EMS Agency as set forth in the Santa Clara County Pre-hospital Care Manual and all other policies, procedures, and guidelines related to emergency medical services providers. Specifically, Santa Clara County EMS Agency Policy #302 (Prehospital Care Asset- Minimum Inventory Requirements) includes a detailed list of EMS supplies with minimum inventory requirements that the Fire Department must purchase and maintain to provide pre-hospital medical care for the public.

Maintaining a consistent and adequate inventory of EMS supplies is critical to ensuring rapid, effective, and life-saving care to anyone needing emergency medical services.

#### DISCUSSION

To support EMS operations and comply with County policy requirements, staff recommends issuing Purchase Orders (POs) to Bound Tree Medical, Inc. (Bound Tree) for EMS supplies.

In 2023, Bound Tree was awarded a purchase order through a bid process conducted by Brevard County, Florida. The purchase order is effective through December 14, 2030, if all option terms are

exercised. Under Santa Clara City Code Section 2.105.270(d), the City may, without observing formal bidding requirements, “contract directly with a vendor at a price and on terms obtained through a competitive bidding process of another public agency, even if the City has not joined with the public agency in such competitive process or purchase.”

The Purchasing Division Manager has reviewed the Brevard County solicitation and determined that it meets or exceeds the City’s competitive bidding process. Based on this determination, staff is requesting City Council authorization to issue purchase orders to Bound Tree for EMS supplies required by the Fire Department.

Under the Brevard County contract, Bound Tree offers a 35% discount off of the prices in their Emergency Medical Product Catalog. In addition, pharmaceutical and intravenous (IV) solution product categories are offered at a 40% discount from the current listed prices. See Attachment 1 (Purchase Order Issued by Brevard County and Bound Tree Bid Submission) for pricing details and scope of services information. The City’s Purchase Order Terms and Conditions will apply to the purchases with Bound Tree.

The Fire Department anticipates expenditures of approximately \$216,418 during the initial term, which runs through December 14, 2028, and approximately \$182,177 over two option years, for total compensation of \$398,595 through December 14, 2030.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The total aggregate not-to-exceed maximum compensation for purchase orders is \$398,595. This includes \$216,418 for the initial term, through December 14, 2028, and \$182,177 for the options to extend the term, through December 14, 2030. Funding is available in the Fire Operating Budget, subject to the annual appropriation of funds.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Authorize the City Manager or designee to execute a purchase order with Bound Tree Medical, Inc., through the Brevard County contract, for a total maximum amount not to exceed \$398,595 through December 14, 2030, for the purchase of emergency services medical supplies, subject to

appropriation of funds and review and approval as to form by the City Attorney.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Jovan Grogan, City Manager

**Attachments**

1. Bound Tree Medical PO 4500122806 (Brevard County) and Bid Submission



BOARD OF COUNTY COMMISSIONERS  
 FLORIDA TAX EXEMPT #85-8012621749C-1  
 FEDERAL TAX EXEMPT #59-6000523

**Purchase Order**

PO Number                      Date  
 4500122806                      10/08/2024

Contact Person: PA 7 H Riley  
 I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE

*Heather Riley*

**BOUND TREE MEDICAL LLC**  
**5000 TUTTLE CROSSING BLVD**  
**DUBLIN OH 43016**  
**FAX NUMBER 800-257-5713**

Your Vendor Number With Us    8788

Delivery date:    09/30/2025

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

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**ITEM                      MATERIAL DESCRIPTION**  
**Order qty    Unit                      Price per unit                      Net value**  
 -----

00010                      OPO BT: Miscellaneous EMS Supplies  
    1 Power unit

OPO 10/8/24 - 9/30/25 FOR EMS MEDICAL SUPPLIES FROM BOUNDTREE FOR BREVARD COUNTY FIRE RESCUE DEPARTMENT  
 CONTRACT# 10369

BID# B-7-23-56/EMS MEDICAL SUPPLIES Exp 12/14/28

MISCELLANOUS MEDICAL SUPPLIES ANTICIPATED TOTAL- \$800,000

BVM #2442-10015 ANTICIPATED TOTAL- \$100,000

GLOVES, VARIOUS #1015-47143/4/5/6/7 ANTICIPATED TOTAL- \$10,000

TOTAL = \$910,000

OPO Period 10/1/2024 # 09/30/2025

NO CAPITAL (COMPUTERS OVER \$500 OR OTHER EQUIPMENT OVER \$1000 SHALL BE PURCHASED. THIS PURCHASE ORDER DOES NOT COMMIT TO ANY PURCHASE AND MAY BE CANCELED IN WRITING. NO FURTHER PURCHASES MAY BE MADE ON THIS PURCHASE ORDER AFTER THE "DELIVERY DATE" REFERENCED ON THE PURCHASE ORDER.

VENDOR SHOULD REQUEST COUNTY IDENTIFICATION FROM ANY INDIVIDUAL UTILIZING THIS PURCHASE ORDER TO OBTAIN COMMODITIES AT THE VENDOR'S LOCATION.

\*\*\*\*\*

NOTE: FIRE RESCUE STAFF WILL PLACE ORDER OR SERVICE AS NEEDED.

PLEASE SEND INVOICE TO:

ELECTRONICALLY: FR.AccountsPayable@brevardfl.gov; and

Cc to rhonda.duquette@brevardfl.gov

BY MAIL: Brevard County Fire Rescue Dept

Finance Office

1040 S. Florida Ave.

Rockledge, FL 32955

**Please deliver to:**

Fire Rescue Logistics

300 Ansin Road

Rockledge FL 32955

# BREVARD COUNTY, FLORIDA ("the County") PURCHASE ORDER ("PO") GENERAL CONTRACT

**GENERAL:** The terms set forth in this PO or attached Agreement cannot be changed by the Vendor. If the PO or attached Agreement is not acceptable to the Vendor, the Vendor shall return the PO or attached Agreement to Brevard County's Purchasing Services. Failure to comply with any of the terms and conditions of this PO or attached Agreement shall be considered a material breach and may result in termination of this PO or attached Agreement and could disqualify the Vendor from receiving future POs or Agreements.

**PURCHASE ORDER NUMBER:** This PO and the Vendor's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate the PO number may result in the return of invoiced material.

**ACCEPTANCE:** All terms and conditions referenced on the General Conditions of this PO, along with any attached Agreement, signed by both parties, constitute the entire agreement between the County and the Vendor. This PO and any attached Agreement shall not be modified except in writing and executed by all parties. In the event of any conflict between the terms and conditions of this PO and the attached Agreement, those found in the attached Agreement shall control.

**DELIVERY, TITLE/RISK OF LOSS:** Title shall pass to the County upon the County's acceptance of the conforming goods to the designated location. Notwithstanding any Agreement to pay the freight, express, or other transportation charges, the risk of loss of the goods and/or services passes only with title to the County. Containers and reels shall become the property of the County. Delivery shall be made during normal County working hours. All containers shall be plainly marked with the Vendor's name and PO number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. Cash on Delivery ("COD") shipments will not be accepted. In the event that the County agrees to pay the freight, all freight charges shall be fully prepaid and included in the invoice. The original shipping bill shall be included with the invoice. Prices are to be Free on Board ("FOB") Destination unless specified in this PO to the contrary. Delivery time and completion time are of the essence on all orders. Delivery time and completion time are deciding factors for this PO and attached Agreement.

**INDEMNIFICATION:** The Vendor agrees to indemnify and hold harmless the County and its officers, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be procured, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent, willful, or intentionally wrong act or omission of the Vendor, any subcontractor of the Vendor or any of their employees, or arises from a job-related injury. The Vendor acknowledges adequate consideration has been exchanged for this indemnification provision.

**INSURANCE:** The Vendor, at its own expense, agrees to provide Workers' Compensation Coverage for all Vendor's employees, and to maintain such general and auto liability, as is deemed necessary by Brevard County Risk Management for the particular circumstances and operations of the Vendor. The Vendor further agrees to provide the County with Certificates of Insurance, mailed directly from the insurance holder's company to the ordering/requesting department or office, indicating the amount of coverage in force.

**TERMINATION OF AGREEMENT:** The Vendor may terminate this PO or attached Agreement, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the PO or attached Agreement, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice. If either party fails or refuses to perform any of the provisions of this PO or attached Agreement, or otherwise fails to timely satisfy the PO or attached Agreement, the non-breaching party may notify the other party in writing of the non-performance and terminate the PO or attached Agreement, or any such part of the PO or attached Agreement as to which there has been a delay or a failure to properly perform. This shall constitute termination for good cause. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for goods delivered, work completed, or services rendered prior to the effective date of termination.

**WARRANTY:** The Vendor warrants that the goods and/or services supplied are suitable for the intended and advertised use and shall be of good workmanship and of proper materials, free from defects and in accordance with specifications.

**TAXES:** Brevard County is exempt from the payment of all Federal, State, or local taxes. Federal Tax Exemption Number is 59-6000523. The State of Florida Sales and Use Tax Exemption Number is 85-8012621749C-1.

All Vendors must submit a Form W-9 to the County's Finance Department. The County is required to obtain the Form W-9 by the US Internal Revenue Services which provides the County with the Vendor's correct Taxpayer Identification Number in order for the County to release payment to the Vendor.

**INVOICING:** Invoicing shall contain the vendor's name and mailing address, PO number, invoice date, itemized invoice, number of items, type of items, unit price, extended price, and total. To ensure prompt payment of invoices, send all invoices related to this PO to the delivery address on the front of the PO.

**MATERIAL SAFETY DATA SHEET:** The Vendor agrees to furnish Brevard County with a current Material Safety Data Sheet (MSDS) on, or before delivery of, every hazardous chemical or substance purchased, classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDS sheets shall be provided for all shipments. MSDS sheets shall be submitted in duplicate to Brevard County Risk Management at 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and to the ordering/requesting County department/office.

**RIGHT TO AUDIT/PUBLIC RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Vendor to the extent that such books and records relate to the performance of this PO or attached Agreement. Said records shall be made available to the County and its auditors upon request for audit purposes only. Such books and records shall be maintained by the Vendor for a period of five (5) years from the date of final payment under this PO or attached Agreement and any extensions/renewals unless a shorter period is otherwise authorized in writing.

The Vendor understands that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The Vendor agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Vendor, to include emails, email addresses, a copy of this PO or attached Agreement, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

**UNAUTHORIZED ALIEN WORKERS:** In accordance with Section 448.095, Florida Statutes, Brevard County may not enter into or renew a PO or attached Agreement with a Vendor unless each party to the PO or attached Agreement registers with and uses the U.S. Department of Homeland Security E-Verify System (E-Verify). For the purpose of this Section, a Vendor is defined as a person or entity that has accepted this PO or attached Agreement with the County to provide labor, supplies, and/or services to the County in exchange for salary, wages, or other remuneration.

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**PAYMENT:** Unless otherwise stated, payment will be made in accordance with Section 218.70, Florida Statutes, et seq., Local Government Prompt Payment Act.



BOARD OF COUNTY COMMISSIONERS  
 FLORIDA TAX EXEMPT #85-8012621749C-1  
 FEDERAL TAX EXEMPT #59-6000523

**Purchase Order**

PO Number                      Date  
 4500122806                      10/08/2024  
 Contact Person: PA 7 H Riley  
 I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE

*Heather Riley*

BOUND TREE MEDICAL LLC  
 5000 TUTTLE CROSSING BLVD  
 DUBLIN OH 43016  
 FAX NUMBER 800-257-5713

Your Vendor Number With Us    8788

Delivery date:    09/30/2025

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

ITEM	Order qty	MATERIAL DESCRIPTION Unit	Price per unit	Net value
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00020		OPO BT: BVM 1 Power unit		
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**Please deliver to:**  
 Fire Rescue Logistics  
 300 Ansin Road  
 Rockledge FL 32955

00030		OPO BT: Gloves 1 Power unit		
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**Please deliver to:**  
 Fire Rescue Logistics  
 300 Ansin Road  
 Rockledge FL 32955

00040		Tetracaine 0.5% Bott 15ml#372121 1 Power unit		
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**Please deliver to:**  
 Fire Rescue  
 1040 S Florida Ave  
 Rockledge FL 32955

# BREVARD COUNTY, FLORIDA ("the County") PURCHASE ORDER ("PO") GENERAL CONTRACT

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**INDEMNIFICATION:** The Vendor agrees to indemnify and hold harmless the County and its officers, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be procured, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent, willful, or intentionally wrong act or omission of the Vendor, any subcontractor of the Vendor or any of their employees, or arises from a job-related injury. The Vendor acknowledges adequate consideration has been exchanged for this indemnification provision.

**INSURANCE:** The Vendor, at its own expense, agrees to provide Workers' Compensation Coverage for all Vendor's employees, and to maintain such general and auto liability, as is deemed necessary by Brevard County Risk Management for the particular circumstances and operations of the Vendor. The Vendor further agrees to provide the County with Certificates of Insurance, mailed directly from the insurance holder's company to the ordering/requesting department or office, indicating the amount of coverage in force.

**TERMINATION OF AGREEMENT:** The Vendor may terminate this PO or attached Agreement, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the PO or attached Agreement, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice. If either party fails or refuses to perform any of the provisions of this PO or attached Agreement, or otherwise fails to timely satisfy the PO or attached Agreement, the non-breaching party may notify the other party in writing of the non-performance and terminate the PO or attached Agreement, or any such part of the PO or attached Agreement as to which there has been a delay or a failure to properly perform. This shall constitute termination for good cause. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for goods delivered, work completed, or services rendered prior to the effective date of termination.

**WARRANTY:** The Vendor warrants that the goods and/or services supplied are suitable for the intended and advertised use and shall be of good workmanship and of proper materials, free from defects and in accordance with specifications.

**TAXES:** Brevard County is exempt from the payment of all Federal, State, or local taxes. Federal Tax Exemption Number is 59-6000523. The State of Florida Sales and Use Tax Exemption Number is 85-8012621749C-1.

All Vendors must submit a Form W-9 to the County's Finance Department. The County is required to obtain the Form W-9 by the US Internal Revenue Services which provides the County with the Vendor's correct Taxpayer Identification Number in order for the County to release payment to the Vendor.

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**RIGHT TO AUDIT/PUBLIC RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Vendor to the extent that such books and records relate to the performance of this PO or attached Agreement. Said records shall be made available to the County and its auditors upon request for audit purposes only. Such books and records shall be maintained by the Vendor for a period of five (5) years from the date of final payment under this PO or attached Agreement and any extensions/renewals unless a shorter period is otherwise authorized in writing.

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 FLORIDA TAX EXEMPT #85-8012621749C-1  
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PO Number                      Date  
 4500122806                      10/08/2024  
 Contact Person: PA 7 H Riley  
 I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE

*Heather Riley*

BOUND TREE MEDICAL LLC  
 5000 TUTTLE CROSSING BLVD  
 DUBLIN OH 43016  
 FAX NUMBER 800-257-5713

Your Vendor Number With Us    8788

Delivery date:    09/30/2025

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

ITEM	Order qty	MATERIAL DESCRIPTION Unit	Price per unit	Net value
00050		Duodote auto injector 30/cs #620-01 1 Power unit		

**Please deliver to:**

Fire Rescue  
 1040 S Florida Ave  
 Rockledge FL 32955

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September 11, 2023

Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way  
Bldg. C, 3<sup>rd</sup> Floor, Suite C-303  
Viera, FL 32940

To Whom It May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the "EMS Medical Supplies (Cooperative Bid)" Bid #B-7-23-56for Brevard County. Please review the following proposal for Bound Tree's competitive pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Addendum #1, #2 & #3
- Bid General Provisions & Specifications
- Proposal Information & Pricing
- Detailed Itemized Percent off Catalog Information
- BTM Item Numbers & Descriptions and Resulting Percent Off Catalog Results
- Inventory Management Offer / UCapt
- BTM Pharmaceutical Advantage / VAWD Certification
- Florida Drug License
- Florida Business License
- Florida Tax Reciepts
- Disaster Program Information
- BTM University
- Customer Service Information
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Charlie Phipps Paramedic/FF**  
Account Manager  
904.640.1752  
[Charlie.phipps@boundtree.com](mailto:Charlie.phipps@boundtree.com)

**Dwight Lowry**  
Pricing Analyst, Bids & Contracts  
614.760.5235  
[Dwight.Lowry@boundtree.com](mailto:Dwight.Lowry@boundtree.com)

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**EMS Medical Supplies**  
**B-7-23-56**  
**July 31, 2023**  
**Addendum 1**

**TO ALL PROSPECTIVE BIDDERS:**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**ADDITIONAL INFORMATION:**

Answers to questions will be addressed in a forthcoming Addendum.

**Please note that the bid opening date and time has changed to Wednesday, August 16, 2023 @ 11:00 am.**

All other terms and conditions remain unchanged.

Sincerely,



Sherry Collett  
Procurement Supervisor

**END OF ADDENDUM 1**

**EMS Medical Supplies**  
**B-7-23-56**  
**August 01, 2023**  
**ADDENDUM 2**

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**CLARIFICATION TO QUESTIONS RECEIVED:**

**Question 1:** Will Brevard County provide MFG# for each item?

**Answer:** We do not have the item number; the manufacturer is specified in the provided supply bid list.

**Question 2:** Are price increases permitted? If so, at what frequency?

**Answer:** Public catalog pricing shall remain firm for the first twelve months of this contract. The bid is based on a flat percentage off retail pricing which must be publicly published price.

**Question 3:** Vendors at a minimum must provide the list of attached supplies. If there are items that we do not carry because they are exclusive to a mfg. or distributor, can we no bid those items and still be considered for award?

**Answer:** They will need to be able to provide a substitution and have it approved prior to award.

**Question 4:** All proprietary items listed require a letter from the manufacturer. Just to be clear you do want us to upload with our bid letters from the manufacturer's stating we are a distributor for them?

**Answer:** Yes.

**Question 5:** It is the intent of Brevard to award based on the percentage discount applied to list price on all included products listed. (**DISCOUNT OFF PUBLIC CATALOG PRICE** \_\_\_%**PERCENTAGE**) Can you clarify this are you looking for just a % off our list price for the items listed on the attached, or are you looking for a price for each line item that we will hold for 12 months? Is the award going to be based on the **highest % discount** and not on the pricing of the line items?

**Answer:** We are looking for percentage of published catalog. The list provided will make sure you can provide for our equipment needs. Must have a substitution approved. Catalog price must be publicly listed and published. Looking for highest discount, measured against comparative catalog pricing.

**Question 6:** Bidder must provide invoicing which shows LIST PRICE and price with discount. Our system does not show list pricing on invoices, will you accept our invoices with your price only?

**Answer:** We will need a way to verify list price on the invoice. We do not want to have to calculate from catalog versus discount.

**Question 7:** Vendor must have the capability to work with OPIQ and UPCAIT- Does the County already have these systems or are you looking to have these systems installed? Who would be responsible for the cost of new software and equipment, the County, or the vendor?

**Answer:** We currently use both products. Any software that is required for your system to integrate would be at the vendors cost. Hardware would be at the County's cost and discretion.

**Question 8:** Pg. 1 – Regarding this requirement: "The purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions and insurance requirements will be in accordance with the respective entity requirements." MMSGGS can't really agree to every participating entity's terms and conditions without reviewing them. Would you allow the terms and requirements of this solicitation to prevail over individual requirements in the chance that there was a conflict?

**Answer:** As we are not currently sharing the EMS bid with any other agency, I could agree to these terms. If the sharing entity wanted to set up something different with the vendor in reference to billing or insurance, I think that would be between the vendor and participating entity.

**Question 9:** Pg. 7, #57 – Regarding emergency orders, we would need to take exception and offer the following operational clarification:

- A. MMSGGS will work with Brevard County to accommodate emergency order processing requests whenever possible. Order size and time of day the request is received are factors used in determining if the request can be shipped after the standard cut-off time. Expedited delivery is possible; however, additional freight charges will be incurred. The actual price of expedited service is based on several factors such as number of boxes, weight, and ship to location.

**Answer:** This timeline needs to be defined. We would need an anticipated emergency delivery schedule. Example: Emergency orders will be fulfilled within 72 hours of the receipt of the order when supplies are available within the State. Or something to that effect.

**Question 10:** Pg. 10 (also Pg. 3, #9) regarding pricing

- A. It looks like this bid is requesting both a percent discount AND a fixed list price – can you confirm whether that is the case? MMSGGS cannot agree to fixed pricing on items for which a percent discount applies. List price can vary as MMSGGS is not the manufacturer of items and cannot control cost of items.

**Answer:** We are asking for the current list price and the offered percentage off list. A strict percentage off does not always ensure best pricing. A 20% off a \$50 order is not the same as 25% off a \$90 order. We are not asking for the price to be frozen. We ask that the list price be a publicly published price and verifiable.

- B.** Would Brevard County be willing to accept a list price that is subject to change twice a year instead of annually?

**Answer:** Yes, if the price was published publicly.

- C.** Are there any parameters around price increases after the initial term?

**Answer:** The price must be published publicly. I should be able to go to your base website and verify the pricing.

- D.** Can you please confirm that Brevard County is requesting access to the entire vendor catalog?

**Answer:** Yes, we would need the vendor catalog access verified published pricing.

**Question 11: Pg. 12, #1**

- A.** Can you please explain what you mean by "Delivery must be made by company vehicle a minimum of once per week? MMSGGS would deliver goods whenever ordered, not a weekly basis and we regularly use third-party carriers such as UPS delivery.

**Answer:** We are asking that when orders are placed, they are delivered within seven days of the order being placed if product is available. We are open 8-4:30 M-F

- B.** Will Brevard County accept catalog discount proposals if there are items on this list that vendor does not carry?

**Answer:** If the vendor does not carry the item and it is not catalog, we would need some way to confirm list price of the item if being ordered through a different vendor. This should only be a few items on the list. We are not looking for a medical supply broker.

**Question 12: Pg.12, #5 – The standard MMSGGS invoice does not include a list price and discount, is that a negotiable requirement?**

**Answer:** We must have a way on the invoice to verify list price of the item and be able to see the discounted price. We would have to see the proposal and delivery method to allow us to confirm list price without searching the vendors catalog for current list.

**Question 13: pg. 12, #6 – Will this representative be required to call weekly or is this a requirement to contact and support as needed?**

**Answer:** Vendor will be contacted by our logistics. No need for weekly contact.

**Question 14:** pg. 12, #7 MMSGGS is subject to the same backorders and manufacture delays as other distributors and wouldn't want to promise guaranteed delivery within three business days, but I can confirm that our delivery estimate for stock items is 1-3 days, and we offer next-day delivery to 95 of the county with 98.8% order accuracy and a 94.4% fill rate. For the purposes of this contract, MMSGGS could utilize a distribution center located in Orlando, not far from the customers in this purchasing cooperative.

**Answer:** We cannot expect delivery of items that cannot be obtained. The delivery schedule provided here would be within the parameters of the current bid proposal.

**Question 15:** Pg. 13, #10 – What forms are being referred to here?

**Answer:** For expired or returned goods that are guaranteed or warrantee by the manufacture, and we are expected to return directly to a manufacture for credit, we would need those forms supplied to us. If the vendor will handle all expired and warranty returns to the manufacturer, then we would not need any forms and would hand the returns to the EMS supply vendor.

**Question 16:** Pg. 13, #12 – Do each of the participating agencies use the same online ordering system for Purchase Ordering or would we need to incorporate several different ordering systems? MMSGGS customers can order through an online platform called Supply Manager. Would the participating agencies want Supply Manager to be integrated into each ordering system or if not, can you please clarify what technology is required here?

**Answer:** We currently do not have a sharing entity with us. If one were to join, they would either have to meet our ordering system requirements, or they would have to negotiate something with the vendor for an ordering system.

**Question 17:** Pg. 15, #11 - If there are insurance requirements that Vendor may not be able to agree to (based on their internal policies) will Brevard County consider exceptions to insurance terms and conditions? MMSGGS does not accept the indemnification clause and offers the following language instead. Is the following revision acceptable?

1. MMSGGS agrees that it shall indemnify and hold the County of Brevard harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities ("Losses") incurred by the County of Brevard as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by McKesson's negligence or willful misconduct in the performance of MMSGGS's obligations under the Contract with the County of Brevard. This indemnity does not extend to any Losses arising out of, resulting from, or related to the County of Brevard's negligence or willful misconduct.
2. A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim,

but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement specifically apportioning fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim. that

**Answer:** The insurance requirements are acceptable

**Question 18:** On the silk screening, we would need to know an estimated quantity for line item 229, 230, & 231. Line 229. Safety International, Fanny Pack – Black, Screen printed with Brevard County Fire Rescue. Line 230. Safety International, Fanny Pack – Blue, Screen printed with Brevard County Fire Rescue. Line 231. Safety International, Fanny Pack - Red, Screen printed with Brevard County Fire Rescue

**Answer:** Line 229 – estimated Quantity 90  
Line 230 – estimated Quantity 10  
Line 231 – estimated Quantity 10

**Question 19:** Is it also possible to get a picture of the bag you are currently using?

**Answer:** The screen printing is the same on all of them, and the fanny packs themselves are the same, just the color is different.

**Question 20:** Can we get a copy of your artwork for the silk screen?

**Answer:** A photo of the artwork has been provided as an attachment

**Question 21:** I would like to request the below items be removed from the EMS Medical Supply bid for being exclusive items only available directly from the manufacturer; Line 238, Ultra intubation mini bag for handtevy boxes only; line 239 handtevy boxes only.

**Answer:** These items will be removed.

**Question 22:** How much quantity will the county place order per year, From Attachment A Supply List containing products or how many cases or each's will the county place order per year?

**Answer:** Yes, see attached revised supply list

**Question 23:** How many cases do you place order for gloves in a year?

**Answer:** Roughly 765 cases

**Question 24:** Please give detailed specification & Sizes, colors for item no. 212, 214, 215, 226, 227, 229, 230, 231, 238, 239, 272, 273 & 300.

**Answer:**

- 212 – Orange, size 72in L X 16in W X 1.75in D
- 214 – 72" long white dotted
- 215 - Item no longer used
- 226 – Aluminum frame with black straps
- 227 – Aluminum frame with black straps
- 229 - Black
- 230 - Blue
- 231 - Red
- 238 - Ultra Mini-Bag, 11.5in L x 5.5in W x 2in H, Royal Blue
- 239 – Pelican box yellow # 1550 - 18.4"L x 14"W x7.6"D
- 272 – Item no longer used
- 273 – Item no longer used
- 300 – Item no longer used

**Question 25:** For item no. 72 the description contains 7 ft. But the catalog shows 6 ft. which one is correct?

**Answer:** After verifying, 6 ft is correct.

**Question 26:** Section 57 of the solicitation seems to relate to emergency services on FEMA projects. Would the County consider removing section 57, given this is a procurement for supplies? We note that the solicitation otherwise includes delivery requirements specific to supplies (e.g., Section 7 on page 12).

**Answer:** Section 57 is unable to be removed as it is part of our general terms.

**Question 27:** General Conditions, Terms and Provisions, Sections 17 Indemnification, 18 Patents and Royalties, 20 Acceptance ,21 Safety Warranty and 22 Warranty Indemnification and Insurance Requirements, Indemnification - Since we are a distributor, not a manufacturer, in lieu of those terms will you accept the following?

"Contractor" will pass through to the County, and their employees, (hereinafter collectively referred to as the "Indemnitees"), at the time of sale, any transferable product warranties, indemnities and remedies provided to the "Contractor" by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, CONTRACTOR PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON."

**Answer:** Our language and terms will remain the same, however we will accept the language above.

**Question 28:** Insurance: Our company does not have Builders Risk Insurance. Will you remove "In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project."

**Answer:** The language does not need be removed from the bid document. Since this contract does not involve construction, per the underlying language, Builders Risk is not needed.

**Question 29:** For item no. 140, 141, 142, 143, 149 & 150 for those items, we couldn't get the exact manufacturer that you gave in the price sheet. Could you please specify the sizes for those items.

**Answer:**

- 140 – Large size 6.69" L x 7.5" W
- 141 – Large size 6.69" L x 6.69 W
- 142 – Standard OB Kit - 1) Pair of gloves, latex-free, large, (1) OB napkin, (2) OB towelettes, (2) Umbilical cord clamps, (1) Scalpel, disposable, (1) Apron, plastic, disposable, (1) Underpad, 17" x 24", (3) Towels, 13" x 19", (1) Drape sheet, 40" x 48", (1) Placenta bag, plastic, (1) Bulb syringe, 2oz, (8) Gauze sponges, 4" x 4", (2) Twist Ties
- 143 – size 30" x 30"
- 149 – 7.25" & Black
- 150 - Lightweight corrosion resistant aluminum barrel with knurled finish and approximately 5in L x 5/8in dia.

**Question 30:** Will Brevard County accept bids if the vendor can't provide each item on the list of supplies?

**Answer:** This would depend on the level of inability. If there are a few items, we could find another source. Substitution is an option but must be approved by the office of EMS before it is authorized. Please see verbiage below from pg. 12 section 2 on the scope of services located in the bid advertisement.

- Unless otherwise noted, the brands and part numbers listed are the desired product. Literature must be provided with your bid for all substitute items to include manufacturer, part number, and detailed specification of the product. Failure to provide this literature for any substitute items may result in rejection of your bid. Brevard County reserves the right to request a sample of the substitute product(s) to aid in determining whether the substitute is acceptable. Acceptance of substitute items will be determined by Brevard County.

EMS Medical Supplies

B-7-23-56

August 01, 2023

Addendum 2

**Attachments to be included in Addendum:**

Revised Supply bid list

Photo of Fanny Pack

Attachment B- Byrd Anti-Lobbying Amendment Certification – As indicated in the Contractor's checklist

Attachment C-FEMA Contract Requirements – As indicated in the Contractor's checklist

**Please note that the bid opening date and time has changed to Wednesday, August 16, 2023 @ 11:00AM**

All other terms and conditions remain unchanged.

Sincerely,

*Sherry Collett*

Sherry Collett  
Procurement Supervisor

**END OF ADDENDUM 2**



Purchasing Services  
2725 Judge Fran Jamieson Way  
Building C, Room 303  
Viera, Florida 32940

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**EMS Medical Supplies  
B-7-23-56  
August 8, 2023  
Addendum 3**

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in the space provided on the Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**ADDITIONAL INFORMATION:**

The deadline for Final Questions on July 20, 2023 at 5:00pm holds. No further questions considered after this date and time.

**Attachments to be included in Addendum:**

Revised FINAL Supply list – Excel format

**Please note that the bid opening date and time has changed to Tuesday, September 12, 2023 @ 11:00 am.**

All other terms and conditions remain unchanged.

Sincerely,

*Sherry Collett*

Sherry Collett  
Procurement Supervisor

**End of Addendum 3**

# THE BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE

## TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities/services, a better quality of products, and lower administrative costs.

## Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity." All responses are to be returned in accordance with the instructions contained in the attached Invitation to Bid. Any difficulty with participating entities referenced in this award must be brought to the attention of the Lead Entity.
- The Lead Entity will be responsible for awarding the contract, however, each participating governmental entity will be responsible for issuing its own purchase orders and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions and insurance requirements will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

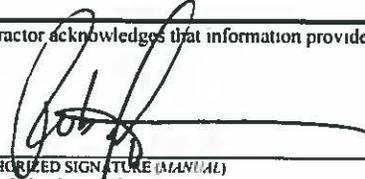
### 1. PURPOSE

Brevard County is soliciting annual bids for materials/supplies on a continuing basis to be purchased as needed by the following Brevard County Public Entity Cooperative participants:

- Brevard County Board of County Commissioners, Lead Entity
- City of Palm Bay
- Eastern Florida State College
- Brevard County School Board
- Canaveral Port Authority
- City of Cape Canaveral
- City of Cocoa
- City of Cocoa Beach
- City of Melbourne
- City of Melbourne Beach
- City of Rockledge
- City of Satellite Beach
- City of Titusville
- Barefoot Bay Recreation District

<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			<b>INVITATION TO BID</b> <b>Bid Acknowledgment</b>
<b>PROCUREMENT ANALYST:</b> Heather Riley	(321) 617-7390 Ext 5-9336	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523
BID SPECIFICATIONS MAY BE OBTAINED AT: <a href="http://VendorLink.com">VendorLink.com</a>			
<b>RELEASE DATE</b> June 28, 2023	<b>BID TITLE</b> EMS MEDICAL SUPPLIES (COOPERATIVE BID)	<b>BID NUMBER</b> B-7-23-56	<b>BID OPENING DATE AND TIME</b> August 02, 2023 @ 11AM
<b>PRE-BID DATE, TIME, AND LOCATION</b> Not Applicable		<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	<b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>

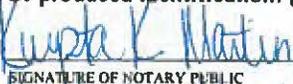
**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b> Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd Dublin, OH 43016	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b> 31-1739487
<b>TELEPHONE NUMBER/TOLL-FREE NUMBER</b> ( 800 ) 533 0523	If returning as a "no bid," state reason
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this ITB is true and correct.  X  _____ AUTHORIZED SIGNATURE (MANUAL) Rob Meriweather _____ NAME (PRINTED) President _____ TITLE 09/11/2023 _____ DATE

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

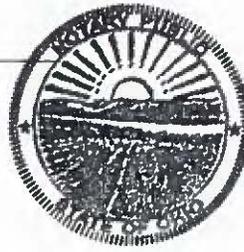
Sworn to and subscribed before me this 11<sup>th</sup> day of Sept 2023

Personally known:  Or produced identification:  Type of ID: Ohio

  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

  
\_\_\_\_\_  
NAME OF NOTARY PUBLIC (PRINTED)

STATE: Ohio



**KRYSTA K MARTIN**  
Notary Public, State of Ohio  
My Comm. Expires 3 Nov 23

My commission expires \_\_\_\_\_

**BOND DATA**

<b>CONTRACTOR MUST PROVIDE:</b>		<b>AMOUNT:</b>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	BID BOND	_____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	PERFORMANCE BOND	_____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.

ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

## GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
  - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
  - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
  - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
  - d. **HEAVY DUTY** - The Item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
  - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.
  - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
  - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

- and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All Interpretations of this specification shall be made upon the basis of this statement.
  16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
  17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
  18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
  19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
  20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
  21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
  22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
  23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
  24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
  25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
  26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
  27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
  28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid, and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
  29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
  30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all

required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
51. **UNAUTHORIZED ALIEN WORKERS/e-Verify:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.
53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which

relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

**FORMAL SEALED BIDS:** No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2)

evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose,

including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56  
CONTRACTOR'S CHECKLIST**

***The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.***

- Signed/Notarized Bid Invitation, including Electronic Copy on USB
- Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- Confirmation of Drug-Free Workplace Form
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crime
- Contractor Affidavit Regarding Scrutinized Company List
- Foreign Influence on Contracts or Grants
- FEMA Contract Provisions
- BYRD Anti-Lobbying Amendment Certification
- Reference Form with a minimum of three (3) / maximum of five (5) references listed

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

**EMS MEDICAL SUPPLIES (Cooperative Bid)**  
**B-7-23-56**  
**SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County Purchasing Services, on behalf of multiple entities, is soliciting bids for EMS Medical Supplies on an as needed basis by the following Brevard County Entity Cooperative participants:

- Brevard County Board of County Commissioners, Lead Entity
- City of Palm Bay
- Eastern Florida State College
- Brevard County School Board
- Canaveral Port Authority
- City of Cape Canaveral
- City of Cocoa
- City of Cocoa Beach
- City of Melbourne
- City of Melbourne Beach
- City of Rockledge
- City of Satellite Beach
- City of Titusville
- Barefoot Bay Recreation District

Other County Public Entities not listed may utilize this bid during the terms of the cooperative bid.

**2. CONTRACT PERIOD**

The terms of this agreement shall be effective 12/15/2023 through 12/14/2028 (or for five (5) years from the date of award). The agreement may be extended by mutual consent, for an additional two (2) one (1) year renewal periods. Public catalog pricing shall remain firm for the first twelve (12) months of this contract. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

**3. DELIVERY**

All pricing for delivery and unloading shall be based on inside delivery, F.O.B. Destination, Freight Prepaid, and Allowed, including all packing, shipping, handling, and fuel surcharges to the following locations:

- Fire Rescue Logistics Office located at 300 Ansin Rd., Rockledge, FL 32955
- Palm Bay Fire Rescue Logistics located at 899 Carlyle Ave. SE, Palm Bay, FL 32909

**4. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Heather Riley, Purchasing Services at 321-617-7390 Ext 59336 or by email at [heather.riley@brevardfl.gov](mailto:heather.riley@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Heather Riley at [heather.riley@brevardfl.gov](mailto:heather.riley@brevardfl.gov). To be given consideration, such requests must be received in writing no later than **July 20, 2023 by close of business at 5:00pm.**

#### **5. RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 02, 2023 at 11:00am.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) .  
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive.

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.**

#### **6. PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

#### **7. BID SUBMITTAL PACKAGE REQUIREMENTS**

If submitting hard copies of the Bid, Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

#### **8. CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

**EMS MEDICAL SUPPLIES (Cooperative Bid)**  
**B-7-23-56**  
**SCOPE OF SERVICES**

1. Medical supplies will be ordered in varying quantities by Brevard County Fire Rescue and other Brevard County Public Entity Cooperative participants with no minimum restriction. Bid prices shall include delivery to the user agency. Delivery must be made by company vehicle a minimum of once per week.

**Vendors must be able to provide at a minimum, the list of attached supplies. See Attachment A.**

2. Unless otherwise noted, the brands and part numbers listed are the desired product. Literature must be provided with your bid for all substitute items to include manufacturer, part number, and detailed specification of the product. Failure to provide this literature for any substitute items may result in rejection of your bid. Brevard County reserves the right to request a sample of the substitute product(s) to aid in determining whether the substitute is acceptable. Acceptance of substitute items will be determined by Brevard County.
3. All proprietary items listed require a letter from the manufacturer stating that the bidder is an authorized distributor and can provide specific items.
4. It is the intent of Brevard County to award this agreement to multiple vendors based on the percentage discount applied to list price on all included products listed.
5. Bidder must be able to provide invoicing which shows list price, price per unit, and price with discount applied on all invoicing. Bidder must be able to supply a list price sheet that matches current published catalog pricing.
6. Bidder(s) shall provide a representative to personally call upon the user agency, at least once per week, to resolve shipping and invoice difficulties, product recalls, and provides technical assistance.

Please provide name, address and telephone number of representative:

Company Representative Name Charlie Phipps, Paramedic/FF

Address 5000 Tuttle Crossing Blvd

Telephone # 904.640.1752 Fax # 877.311.2437

7. Contractor must be capable of supplying bid items within 3 business days of the order. Contractor must be able to deliver within 24-hour notice, a sizeable amount of supplies in the event of a hurricane or other natural disaster approaching. The County has the right to place emergency purchases from other suppliers when delivery cannot be made in a reasonable time frame as dictated by the County.
8. Should the contractor fail to meet the timely delivery requirements as outlined, the County may seek to procure item(s) from other awarded vendors. Should stockage and/or short orders become a routine problem; the contract will be terminated by Brevard County.

9. **Controlled Substance Certificate:** Awarded Contractor must provide copy of DEA and/or State of Florida DOH controlled substances registration certificate for possession, purchase, and distribution.
10. The awarded contractor(s) must provide the required form(s) to process returns of outdated items consistent with the manufacturer's return policies. Credit for returned goods will be itemized on invoice.
11. The awarded contractor(s) are required to furnish Brevard County Fire Rescue and using Brevard County Public Entity Cooperative participants a detailed summary of sales at the end of each calendar quarter. The sales summary shall include the vendors name, the total volume sold for each item, item description and total dollar amount for all purchases during the reporting period and credits received for returned merchandise.
12. **Ordering:** The Vendor must have the capability of accepting orders via electronic media using an online ordering system that incorporates the participating agencies Purchase Ordering process. The Vendor's online ordering system must allow chosen agency personnel to manage user-defined parameters, as well as monitor the discount that results from this ITB.

The vendor must have the capability to complete orders, receive supplies and inventory, via UCAPIT dispensing devices integrated through the counties in-place inventory management software which is Operative IQ and IQ Tech. The EMS Division requires a vendor who is fully integrated with Operative IQ which is used to centrally manage and report on the movement of medical supplies to effectively track and order supplies and assets. Vendor must be capable of uploading expiration dating and lot numbers for all items ordered through Operative IQ. The vendor needs to be able to fully integrate with UCAPIT using IQTECH software (Controlled Access Pharmacy, CAP for short), so as to allow the ability to restock units 24/7 and have real-time usage and inventory tracking at no additional cost to the County.

EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56  
PRICE SHEET

**\*\*See attached breakdown of itemized complete percent off catalog offering.**

DISCOUNT OFF PUBLIC CATALOG PRICE 35\*\*% PERCENTAGE

Bidders nearest warehouse address: Bound Tree Medical, LLC  
2619 Ignition Drive, Suite 2  
Jacksonville, FL 32218

**ACH PAYMENTS**

Does your company accept ACH Payment Method? X Yes /      No

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

Net 30 Terms

**ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

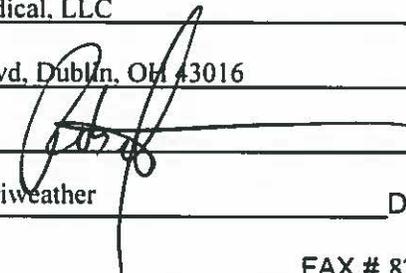
Add. No. 1 Dated 7/31/2023 // Add. No. 3 Dated 08/08/2023

Add. No. 2 Dated 08/01/2023 // Add. No.      Dated     

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-7-23-56 EMS MEDICAL SUPPLIES

COMPANY NAME Bound Tree Medical, LLC

ADDRESS 5000 Tuttle Crossing Blvd, Dublin, OH 43016

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Rob Meriweather DATE 09/11/2023

TELEPHONE # 800.533.0523 FAX # 877.311.2437

EMAIL submitbids@boundtree.com

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**EMS MEDICAL SUPPLIES (Cooperative Bid)**  
**B-7-23-56**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.**

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

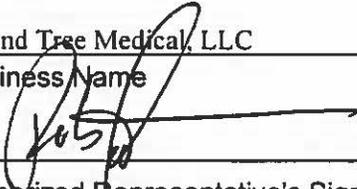
**EMS MEDICAL SUPPLIES (Cooperative Bid)**  
**B-7-23-56**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

Bound Tree Medical, LLC  
Business Name

  
Authorized Representative's Signature

Rob Meriweather  
Name

Bid #B-7-23-56/EMS Medical Supplies (Cooperative Bid)  
Bid Number and Name

09/11/2023  
Date

President of EMS Division  
Position

EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF ~~FLORIDA~~ OHIO

COUNTY OF FRANKLIN

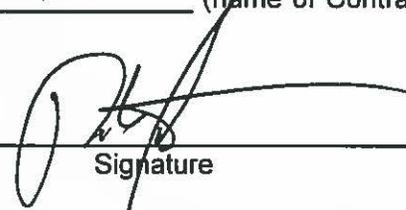
BEFORE ME, the undersigned authority, personally appeared

Rob Meriweather, who, being by me first duly sworn, made the

following statement:

1. The Business address of Bound Tree Medical, LLC. (name of Contractor) is 5000 Tuttle Crossing Blvd.
2. My relationship to Bound Tree Medical, LLC. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

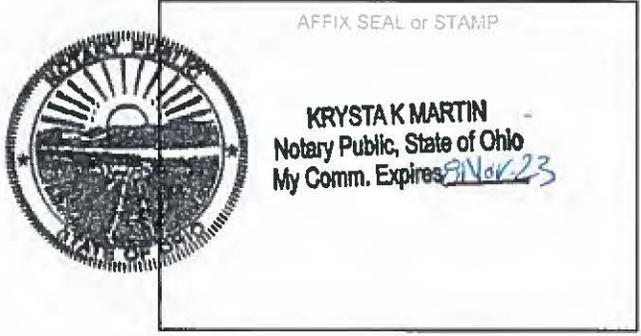
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Bound Tree Medical, LLC. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Bound Tree Medical, LLC. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Bound Tree Medical, LLC. (name of Contractor) is not engaged in business operations in Cuba or Syria.

  
 \_\_\_\_\_  
 Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 11th day of Sept, 2023.

Krysta K Martin  
 Notary Public

My commission expires: 8 Nov. 23



EMS MEDICAL SUPPLIES (Cooperative Bid)

B-7-23-56

DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

YES  NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern:

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder:

\_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: \_\_\_\_\_

Date: 09/11/2023 Title: President of EMS Division

STATE OF ~~FLORIDA~~ OHIO  
COUNTY OF Franklin

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 11th day of Sept, 2023, by (name of person making statement).



KRYSTAK MARTIN  
Notary Public, State of Ohio  
My Comm. Expires 9 Nov 23

Krysta K Martin  
Notary Public Signature

Krysta K Martin  
Name typed, printed or stamped

My Commission Expires: 9 Nov. 23

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

**EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of OHIO

County of FRANKLIN

Rob Meriweather ("Affiant"), being duly sworn, deposes and says that:

- (1) Affiant is President of Bound Tree Medical, LLC., the Bidder that has submitted the attached Bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before [Signature] me this 11<sup>th</sup> day of Sept, 2023.

(Signature) President

Krista K Martin  
(Notary Public)

Notary

My commission expires: Nov 2023



**KRISTA K MARTIN**  
Notary Public, State of Ohio  
My Comm. Expires Nov 23

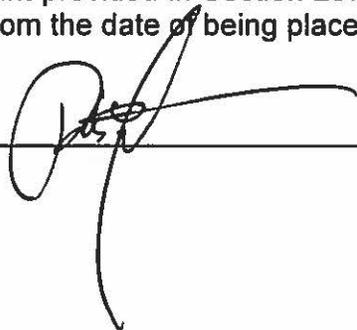
EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: \_\_\_\_\_

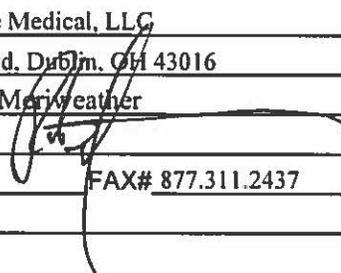
A handwritten signature in black ink, appearing to be 'P. H. S.', written over a horizontal line.

Date: 09/11/2023

**EMS MEDICAL SUPPLIES (Cooperative Bid)  
B-7-23-56  
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

- Ref #1. Customer/Client: San Francisco Fire Department  
 Date of Services: 2010 - Present  
 Description of Services: Medical Supplies and Pharmaceuticals  
 Street Address: 1415 Evans Ave  
 City, State, ZIP Code: San Francisco, CA 34124  
 Telephone #: 415.717.6876 Fax #: \_\_\_\_\_  
 Contact Person: Andy Zanoff, EMS Captain Email: andy.zanoff@sfgov.org
- 
- Ref #2. Customer/Client: Fire Department City of New York  
 Date of Services: 2008 - Present  
 Description of Services: Medical Supplies and Pharmaceuticals  
 Street Address: 9 Metro Tech Center  
 City, State, ZIP Code: Brooklyn, NY 11201  
 Telephone #: 718.999.2790 Fax #: \_\_\_\_\_  
 Contact Person: Douglas Isaacs, MD, Deputy Medical Director Email: doug.isaacs@fdny.nyc.gov
- 
- Ref #3. Customer/Client: Priority Ambulance  
 Date of Services: 2019- Present  
 Description of Services: Medical Supplies and Pharmaceuticals  
 Street Address: 910 Callahan Rd, Ste 101  
 City, State, ZIP Code: Knoxville, TN 37912  
 Telephone #: 614.354.4702 Fax #: \_\_\_\_\_  
 Contact Person: Steve Blackburn, Chief Operating Officer Email: sblackburn@priorityambulance.com
- 
- Ref #4. Customer/Client: City of Columbus Division of Fire  
 Date of Services: 2007 - Present  
 Description of Services: Medical Supplies and Pharmaceuticals  
 Street Address: 2028 Williams Rd  
 City, State, ZIP Code: Columbus, OH 43207  
 Telephone #: 614.221.3132 Fax #: \_\_\_\_\_  
 Contact Person: Scott Ellis, Medical Supply Specialist Email: seellis@columbus.gov
- 
- Ref #5. Customer/Client: City of Tampa Fire Department  
 Date of Services: 2007 - Present  
 Description of Services: Medical Supplies and Pharmaceuticals  
 Street Address: 808 East Zack St  
 City, State, ZIP Code: Tampa, FL 33602  
 Telephone #: 352.406.2573 Fax #: \_\_\_\_\_  
 Contact Person: Barbara Tripp, Fire Chief Email: barbara.tripp@tampagov.net

CONTRACTOR NAME Bound Tree Medical, LLC  
 ADDRESS 5000 Tuttle Crossing Blvd, Dublin, OH 43016  
 PRINTED SIGNATURE Rob Merriweather  
 AUTHORIZED SIGNATURE   
 TELEPHONE # 800.533.0523 FAX# 877.311.2437 DATE 09/11/2023  
 EMAIL: submitbids@boundtree.com

## **ATTACHMENT B**

### **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

#### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

##### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Bound Tree Medical, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Bound Tree Medical, LLC.

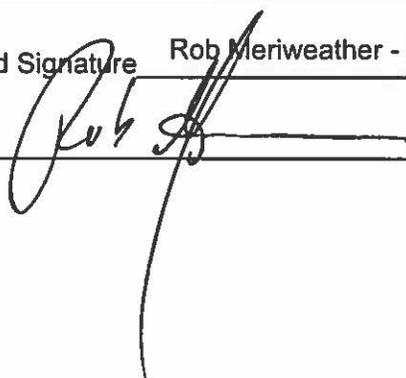
Address 5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Telephone 800.533.0523 Fax 877.311.2437

Email Address submitbids@boundtree.com

Name and Title of Authorized Signature Rob Meriweather - President of EMS Division

Authorized Signature 

<sup>1</sup> Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

## Attachment C

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

**1. Contract Work Hours and Safety Standards Act.**

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

- a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

- d. **Subcontracts.** The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

## **2. Equal Employment Opportunity provisions:**

During the performance of this contract, the Consultant/Contractor agrees as follows:

- a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is

consistent with the Consultant/Contractor's legal duty to furnish information.

- d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further

agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of Justice for appropriate legal proceedings.

### **3. Clean Air Act and the Federal Water Pollution Control Act**

Contractor shall comply with the following on all contracts in excess of \$150,000:

#### **a. Clean Air Act**

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional office.

- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**b. Federal Water Pollution Control Act**

- (1) The Consultant/Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Suspension and Debarment:**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**5. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**6. Certification for Contracts, Grants, Loans, and Cooperative Agreements**

Contractor must submit this certification for each bid or offer exceeding \$100,000.

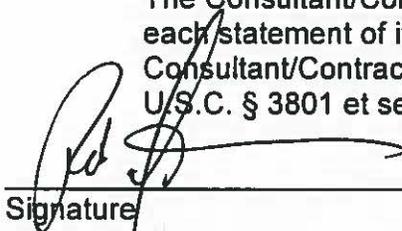
The Consultant/Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

 9/11/2023 Rob Meriweather - President of EMS Division  
Signature Date Name and Title

**7. Procurement of Recovered Materials:**

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**8. Additional FEMA Requirements:**

- a. Access to Records
  - (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
  - (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
  - (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018,

the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- b. **DHS (Department of Homeland Security) Seal, Logo and Flags**  
The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.
- c. **Compliance with Federal Law, Regulations and Executive Orders**  
The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- d. **No Obligation by Federal Government**  
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.
- e. **Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)**  
If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- f. **License and Delivery of Works Subject to Copyright and Data Rights**  
The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon

or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

**9. Fraud and False or Fraudulent or Related Acts:**

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

**10. Davis-Bacon Act (when applicable)**

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

**a. Minimum wages.**

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits

on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their

representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages

required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last

four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated

into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the

Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **11. Copeland Anti-Kickback Act**

- a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **12. Remedies**

- a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
  - (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
  - (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.
- b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However,

if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

### **13. Termination for Cause**

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

#### **14. Termination for Convenience**

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

#### **15. Prohibition on Contracting for Covered Telecommunications Equipment of Services**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**c. Exceptions.**

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:  
(i) Are not used as a substantial or essential component of any system; and  
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**d. Reporting requirement.**

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

#### **16. Domestic Preferences for Procurement**

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **17. Compliance with Federal Laws, Regulations and Executive Orders**

This is an acknowledgement that financial assistance from FEMA or another Federal

agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

**Acknowledgement and Certification**

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Bound Tree Medical, LLC.

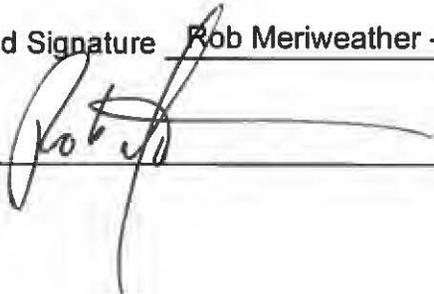
Address 5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Telephone 800.533.0523 Fax 877.311.2437

Email Address submitbids@boundtree.com

Name and Title of Authorized Signature Rob Meriweather - President of EMS Division

Authorized Signature 

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS,  
LOANS, AND COOPERATIVE AGREEMENTS  
REQUIRED FOR CONTRACTS OVER \$100,000**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Bound Tree Medical, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Bound Tree Medical, LLC.

Address 5000 Tuttle Crossing Blvd.

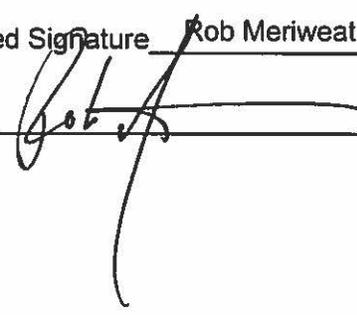
Dublin, OH 43016

Telephone 800.533.0523 Fax 877.311.2437

Email

Address submitbids@boundtree.com

Name and Title of Authorized Signature Rob Meriweather - President of EMS Division

Authorized Signature  \_\_\_\_\_

To Whom It May Concern:

In response to your bid B-7-23-56 EMS Medical Supplies, Bound Tree Medical is pleased to offer 35% off of the prices from the current Bound Tree Medical Emergency Medical Product Catalog. These items are also available for reference on our website, [www.boundtree.com](http://www.boundtree.com). Also attached on the pages that follow is an itemized offer based on the item examples of further reductions/benefits you can expect ranging up to 75% off.

In order to provide the most competitive discounts, it is necessary for Bound Tree to Offer certain product categories or manufacturer products at a lower discount. This is largely due to the cost variability of these items as a result of market demand and raw material costs.

Categories Offered at 10% Off	Categories Offered at 15% Off	Categories Offered at 25% Off
Laerdal	Cardio Partners	Nasco
Custom Kits	Ferno Washington	Statpacks
Nonin Co-Pilot	Junkin Safety	
Categories Offered at 20% Off	KingFisher Medical	Categories Offered at 30% Off
Stryker	Philips Medical	Supraglottic Airways/Kits
QuikClot Dressings	Sscor	
Inventory & Secure Storage Systems	Thermal Angel	
IV Warmers	Capital Equipment	Categories Excluded
Video Laryngoscopes	Preventative Maintenance	5.11 Tactical
Regulators	Recertified AEDs	Vending Machines and Software
	Service Contracts	Warranties

In Addition, Pharmaceutical and Iv Solution product categories will also be offered at a 40% discount from the current listed prices on [www.boundtree.com](http://www.boundtree.com).

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Dwight Lowry  
 Pricing Analyst  
 Bound Tree Medical, LLC

Item List for Brevard County  
EMS Medical Supplies

Brevard County Line ID	Brevard County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Public Catalog Price - WWW.BOUNDTREE.COM	Itemized Percent Discount	Quoted Price With Discount Applied	Selling UOM
2	Safety Angio Cath 14 ga - 1-1/4" (1.16mm) - Straight, FEP; 4251890-02 - Orange	601890	IV Catheter, Introcan Safety, 14 ga x 1.25 inch, Straight, FEP 50ea/bx 4bx/cs	B. BRAUN MEDICAL, INC	4251890-02	4.09	50%	\$ 2.04	1/EA
3	Safety Angio Cath 16ga - 1 1/4"-Straight, FEP; 4252586-02 - Gray	602586	IV Catheter, Introcan Safety, 16 ga x 1.25 inch, Straight, FEP 50ea/bx 4bx/cs	B. BRAUN MEDICAL, INC	4252586-02	4.09	50%	\$ 2.04	1/EA
4	Safety Angio Cath 18ga - 1 1/4"-Straight, FEP; 4252560-02 - Green	602560	IV Catheter, Introcan Safety, 18 ga x 1.25 inch, Straight, FEP 50ea/bx 4bx/cs	B. BRAUN MEDICAL, INC	4252560-02	4.09	50%	\$ 2.04	1/EA
5	Safety Angio Cath 20ga - 1 1/4" - Straight, FEP; 4252535-02 - Pink	602535	Introcan Safety IV Catheter, Straight, FEP, 20ga x 1 1/4inch	B. BRAUN MEDICAL, INC	4252535-02	4.09	50%	\$ 2.04	1/EA
6	Safety Angio Cath 22ga - 1" - Straight, FEP; 4252519-02 - Blue	602519	IV Catheter, Introcan Safety, 22 ga x 1 inch, Straight, FEP 50ea/bx 4bx/cs	B. BRAUN MEDICAL, INC	4252519-02	4.09	50%	\$ 2.04	1/EA
7	Safety Angio Cath 24ga - 3/4" - Straight, FEP; 4252500-02 - Yellow	602500	IV Catheter, Introcan Safety, 24 ga x 0.75 inch, Straight, FEP 50ea/bx 4bx/cs	B. BRAUN MEDICAL, INC	4252500-02	4.09	50%	\$ 2.04	1/EA
8	Jamshidi Needle Interosseous; DIN1518X - 18ga x 1 1/2", Adjustable Depth Spacer	621518	INTRAOSEOUS (IO) NEEDLE 18 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 1/16 IN TO 1 7/16 IN 10/CS	Becton Dickinson	DIN1518X	62.59	35%	\$ 40.68	1/EA
9	Needle, Hypodermic 18ga x 1"; 11818 - Tri-Bevel Hypodermic Needle	1641-11818	Needle, Hypodermic, 18 ga x 1 inch, 100/bx 10bx/cs	B. BRAUN MEDICAL, INC	4665118-02	11.09	35%	\$ 7.21	100/BX
10	Prepierced Needleless Injection Set (J-loop); # 83916 - IV Extension Set, Rotary Male Luer Lock, Roberts Clamp, Priming Vol. 2mL, 6in Long	1714-83916	Ext Set, 6 in, w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End 100ea/cs	MEDSOURCE INTERNATIONAL	MS-83091	2.69	35%	\$ 1.75	1/EA
11	Tegaderm - Transparent IV Dressing Small 2-3/8" x 2-3/4"; 661469MS	661469MS	Curaplex Select Transparent Dressing, 2 3/8 inch x 2 3/4 inch 100/bx 4bx/cs	CURAPLEX BY BOUND TREE	STORM-11121	55.99	55%	\$ 25.20	100/BX
12	Dial-a-Flo; 11742- MacroBore Extension Set, 3mL, 18in Nominal Length	1712-74218	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Pierced Y-site, Option Lok, Female Adap	ICU MEDICAL	11742-28	11.69	35%	\$ 7.60	1/EA
13	Metriset Burette 60 drops/ml; G0728 - Mini-Drop Administration Set, 87" L	G0728	INTRAVENOUS ADMINISTRATION SET 60 DROP 82 IN BBRAUN METRISET	B. BRAUN MEDICAL, INC	375113	17.29	60%	\$ 6.92	1/EA
14	Syringe 1ml w/25ga x 5/8" needle; 26044 - Luer Lock Tip	11278	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	EXEL INTERNATIONAL, INC.	26044	0.19	35%	\$ 0.12	1/EA
15	Syringe 3ml w/22ga x 1 1/2" needle; 26104 - Luer Lock Tip	620104	Syringe and Needle, EXEL, 3cc, 22 ga x 1 1/2 inch, Black Hub 100/bx 10bx/cs	EXEL INTERNATIONAL, INC.	26104	22.49	35%	\$ 14.62	100/BX
16	Syringe 5ml Luer tip; 05305 - Luer Lock Tip w/o needle	1633-05305	Syringe Only, 5cc, Luer Lock, 100ea/bx 20bx/cs	B. BRAUN MEDICAL, INC	4617053V-02	0.19	35%	\$ 0.12	1/EA
17	Syringe 10ml Luer tip; 10010 - Luer Lock Tip w/o needle	1633-10010	Syringe Only, Luer Lock, 10cc	B. BRAUN MEDICAL, INC	4617100V-02	0.19	35%	\$ 0.12	1/EA
18	Syringe 20ml Luer Tip; 20720 - Luer Lock Tip w/o needle	1633-20720	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs	B. BRAUN MEDICAL, INC	4617207V-02	0.39	35%	\$ 0.25	1/EA
19	Syringe 35ml Luer Tip; 29030 - Luer Lock Tip - general purpose syringe w/cap	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	1.19	35%	\$ 0.77	1/EA
21	Curaplex® Infu-Stat™ Pressure Infuser, 1000mL; Infu-Stat gauge incorporates a pressure release at 325mm/hg Disposable - #350310	350310	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs	CURAPLEX BY BOUND TREE	301-MTM310EA	22.49	55%	\$ 10.12	1/EA
22	Sharps 1qt; 2989000 - 6.25in H X 4.5in W X 4.25in D	2989000	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	CARDINAL HEALTH	8900SA	5.49	35%	\$ 3.57	1/EA
23	Sharps 8qt./2 gal. (8704); 99019	1860-99019	SHARPS CONTAINER RED 2 GALLON W/ HINGED LID 20/CS	CARDINAL HEALTH	8990SA	11.79	35%	\$ 7.66	1/EA
24	Sharps 5.4 qt wall safe container; 87085	1860-87085	Sharps Container, 5.4 quart 12ea/cs	MEDEGEN MEDICAL PRODUCTS, LLC	8708	9.29	35%	\$ 6.04	1/EA
25	Sharps small lock cap 4.8 qt 7.75x10.25x6; 184R (P/N 34-575-01) - Jug style	290184	SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	MEDEGEN MEDICAL PRODUCTS	184R	23.99	35%	\$ 15.59	1/EA
26	Disposable Padded IV Arm Board 3"x9"; 91350 - (not cardboard splint) - Vinyl	1830-91350	Disposable IV Armboard 3 in x 9 in, 50EA/CS	DICK MEDICAL SUPPLY	62309M50	2.09	35%	\$ 1.36	1/EA
28	Alcohol Preps; 85300	1330-85300	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	CURAPLEX BY BOUND TREE	1330-85300	4.09	55%	\$ 1.84	200/BX
29	Tourniquet 1" x 18" Nitrile, non latex-blue; 14000	1841-14000	Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	53.99	55%	\$ 24.30	250/BG
30	IV tray - small; 117-8795 or 5227	2511-05227	carry caddy with drawer	HEALTH CARE LOGISTICS	5227	23.99	35%	\$ 15.59	1/EA
31	Needle Filter 18 Gauge x 1.5" -5 Micron Filter"; 625117	625211	Blunt Filter Needle, 5 micron with Blunt Fill Tip, 18ga x 1 1/2inch, Sterile	BECTON DICKINSON	305211	0.75	35%	\$ 0.49	1/EA
32	Sharps, mail box styl lid-5 qt red; 5810-8513	5810-8513	SHARPS CONTAINER IN ROOM MAILBOX STYLE LID TRANSPARENT RED 5 QUART 20/CS	CARDINAL HEALTH	85131	10.29	35%	\$ 6.69	1/EA
34	Bandage 1" x 3"; Must be cloth bandage	J3005	Bandage, Adhesive, Curity, Flexible Fabric, 1 in x 3 in, Latex Free 50/bx 24bx/cs	CARDINAL HEALTH	44101-	4.59	35%	\$ 2.98	50/BX
35	Large Digit Bandage 2" x 2.5"; Must be cloth bandage	1122-61703	Adhesive Bandage, Flexible Fabric, Sterile, Fingertip, 1 3/4inch x 2inch	DYNAREX CORPORATION	3617	8.59	35%	\$ 5.58	100/BX
36	Bandage, Large Patch 2" x 3.75"; Must be cloth bandage	J3004	Bandage, Adhesive, Curity, Flexible Fabric, 2 in x 3 3/4 in, Latex Free 50/bx 12bx/cs	CARDINAL HEALTH	44102-	17.49	35%	\$ 11.37	50/BX
37	Bandage, Knuckle 1.5 X 3"; Must be cloth bandage	279-3619BX	Bandage, Adhesive, Flexible Fabric, knuckle, 1 1/2 x 3, sterile 100/bx 24bx/cs	DYNAREX CORPORATION	3619	8.59	35%	\$ 5.58	100/BX

Item List for Brevard County  
EMS Medical Supplies

Brevard County Line ID	Brevard County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Public Catalog Price - WWW.BOUNDTREE.COM	Itemized Percent Discount	Quoted Price With Discount Applied	Selling UOM
38	4X4 Sterile 2/pk; 12102- 12 boxes of 100 each	1212-12102	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS	CURAPLEX BY BOUND TREE	1212-12102	3.89	55%	\$ 1.75	100/BX
39	Unsterile 4x4 12 Ply; 3242BG - 20 bags of 200 each	279-3242BG	Gauze sponge, 4 in x 4 in, 8 ply, non-sterile 200/bg 20bg/cs	DYNAREX CORPORATION	3242	7.39	35%	\$ 4.80	200/BG
40	Multi-trauma Dressing 10"x30"; Multi-Trauma Abdominal Pads, Sterile, # 21459EA	536-NON21459EA	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 50ea/cs	MEDLINE INDUSTRIES, INC.	NON21459	4.39	40%	\$ 2.63	1/EA
41	Oval Eye Pads; 80841	080841	EYE PADS OVAL STERILE 1 5/8 IN X 2 5/8 IN 50/BX 12BX/CS	DUKAL CORP.	841	12.59	35%	\$ 8.18	50/BX
42	Metal Eye Cover - Aluminim; 81258	081258	EYE SHIELD METAL 12/BX FOX	GRAHAM FIELD, INC.	1276	2.49	35%	\$ 1.62	1/EA
43	Combi ABD Pad (Surgi-pad) 8"x7.5"; 8426	1212-08426	Dressing, Abdominal, Combine Pads, Sterile, 8 in x 7.5 in 12/bx 20bx/cs	DYNAREX CORPORATION	3502	4.19	35%	\$ 2.72	12/BX
44	Burn Sheet 60x96; 30061MS, - Non-woven fiber, Latex free	30061MS	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	CURAPLEX BY BOUND TREE	STORM-BS0033	4.69	35%	\$ 3.05	1/EA
45	Petroleum Gauze/Vaseline, Box/50; 413605	150066K1	Vaseline Petrolatum Gauze Strip, 3in x 9in Peelable Foil PK 200ea/cs	CARDINAL HEALTH	8884413605	1.69	35%	\$ 1.10	1/EA
46	Non-sterile, Kling 4"; 3104	279-3104BG	Stretch gauze bandage, non-sterile, 4 in., self adhering and conforming 12/bx 8bx/cs	DYNAREX CORPORATION	3104	4.59	35%	\$ 2.98	12/BX
47	Non-sterile, Kling 2"; 8517	276-8517	Conforming stretch bandage, basic, 2 in. gauze, non-sterile, 12rl/bg, 8bg/ca	DUKAL CORP.	8517	26.79	35%	\$ 17.41	96/CS
48	Triangular Bandage; 3672 - 40" x 40" x 56"	1124-32400	Curaplex&reg; Triangular Bandage, Muslin, 40in x 40in x 56in	CURAPLEX BY BOUND TREE	1124-32400	12.99	55%	\$ 5.85	12/PK
49	Tape 1" Transpore; 1527-1	151527	3M Tape, Surgical, Transpore, 1 in x 10 yd, Adhesive, Clear, Porous, Latex Free, 12/bx, 10bx/cs	3M	1527-1	26.99	35%	\$ 17.54	12/BX
51	Oral Airway 110mm; 4765	2010-34110	Curaplex&reg; Berman Airway, 110mm, Light Blue, XL	CURAPLEX BY BOUND TREE	12981	0.53	60%	\$ 0.21	1/EA
52	Oral Airway 100mm; 4755	2010-34100	Curaplex&reg; Berman Airway, 100mm, Purple Or Red, LG Adult	CURAPLEX BY BOUND TREE	12980	0.53	60%	\$ 0.21	1/EA
53	Oral Airway 90mm; 4745	2010-34090	Curaplex&reg; Berman Airway, 90mm, Yellow, Medium Adult	CURAPLEX BY BOUND TREE	12979	0.53	60%	\$ 0.21	1/EA
54	Oral Airway 80mm; 4735	2010-34080	Curaplex&reg; Berman Airway, 80mm, Green, Small Adult	CURAPLEX BY BOUND TREE	12978	0.53	60%	\$ 0.21	1/EA
55	Oral Airway 60mm; 4725	2010-34060	Curaplex&reg; Berman Airway, 60mm, Black, Child	CURAPLEX BY BOUND TREE	12976	0.53	60%	\$ 0.21	1/EA
56	Oral Airway 40mm; 4715	2010-34040	Curaplex? Berman Airway, 40mm, Pink, Neonatal	CURAPLEX BY BOUND TREE	12974	0.53	60%	\$ 0.21	1/EA
57	Naso Airway 12 Fr; 023312 - Rusch® Fixed Nasopharyngeal Airway, 60mm x 12fr	023312	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12 FRENCH 10/BX RUSCH	Teleflex	123312	6.49	35%	\$ 4.22	1/EA
58	Naso Airway 14 Fr; 14630	2021-14630	Curaplex Select Nasopharyngeal Airway, 14 Fr, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4630	3.29	45%	\$ 1.81	1/EA
59	Naso Airway 16 Fr; 14635	2021-14635	Curaplex Select Nasopharyngeal Airway, 16 Fr, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4635	3.29	45%	\$ 1.81	1/EA
60	Naso Airway 18 Fr; 14640	2021-14640	Curaplex Select Nasopharyngeal Airway, 18 Fr, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4640	3.29	45%	\$ 1.81	1/EA
61	Naso Airway 20 Fr; 14650	2021-14650	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4650	3.29	45%	\$ 1.81	1/EA
62	Naso Airway 22 Fr; 14655	2021-14655	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4655	3.29	45%	\$ 1.81	1/EA
63	Naso Airway 24 Fr; 14660	2021-14660	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4660	3.29	45%	\$ 1.81	1/EA
64	Naso Airway 26 Fr; 14665	2021-14665	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4665	3.29	45%	\$ 1.81	1/EA
65	Naso Airway 28 Fr; 14670	2021-14670	Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4670	3.29	45%	\$ 1.81	1/EA
66	Naso Airway 30 Fr; 14675	2021-14675	Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Latex Free PVC 10ea/bx	CURAPLEX BY BOUND TREE	2-0211-4675	3.29	45%	\$ 1.81	1/EA
67	Suction Cath 6 Fr; 36090 - Whistle Tip and Thumb Control Port	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36090	0.39	55%	\$ 0.18	1/EA
68	Suction Cath 12 Fr; 36093 - Whistle Tip and Thumb Control Port	36093	Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36093	0.39	55%	\$ 0.18	1/EA
69	Suction Cath 14 Fr; 36094 - Whistle Tip and Thumb Control Port	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36094	0.39	55%	\$ 0.18	1/EA
70	Suction Cath Yaunker; 00002 - SSCOR DuCanto Catheter	2211-00002	Suction Catheter, SSCOR DuCanto Catheter 1/EA 50EA/CS	SSCOR, INC.	200-00002C	4.29	15%	\$ 3.65	1/EA
71	Meconium Aspirator; N0101 - Clear	590101	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	NEOTECH PRODUCTS, INC.	N0101	8.89	35%	\$ 5.78	1/EA
72	1/4" Suction Tubing, 6ft; 16008	16008	SUCTION TUBING 1/4 50EA/CS	AMISINO INTERNATIONAL INC	AS825	1.29	35%	\$ 0.84	1/EA
73	Amsure® Ear/Ulcer Bulb Syringe, 2oz, Non-sterile; AS00502S	044-AS00502EA	AMSure Ear/Ulcer Bulb Syringe, Vinyl, Non-Sterile, 2oz	AMISINO INTERNATIONAL INC	AS00502	0.79	35%	\$ 0.51	1/EA

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74	Disposable Suction Canister - 1200cc; 11200	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	2212-11200	10.49	55%	\$ 4.72	1/EA
75	Ambu Adult SPUR II Bag Reservoir, Adult Med. Mask, Peep Valve, Sampling Line 12/CS; 2442-10015	2442-10015	Ambu Adult SPUR II Bag Reservoir, Adult Med. Mask, Peep Valve, Sampling Line 12/CS	AMBU INC.	520211001E	447.99	45%	\$ 246.39	12/CS
76	Spur® II Infant BVM with Bag Reservoir, Infant Mask, PediCap CO2 Detector; 065-540212000EA	065-540212000EA	BVM, SPUR II, Infant, w/Infant Mask, Bag Reservoir, Medi Port, Disp 12ea/cs	AMBU	540212000	23.79	45%	\$ 13.08	1/EA
77	Spur® II Pediatric BVM with Bag Reservoir, Toddler Mask, CO2 Detector; 2442-53213	2442-53213	BVM, SPUR II, Pediatric w/Toddler Mask (size 1 and size 2), Poly Bagged 12ea/cs	AMBU	530213000	23.79	45%	\$ 13.08	1/EA
79	ET Tube 2.0 Uncuffed; Without Stylette	2113-20320	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 2.0mm	CURAPLEX BY BOUND TREE	2113-20320	1.79	60%	\$ 0.72	1/EA
80	ET Tube 2.5 Uncuffed; Without Stylette	2113-20325	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 2.5mm	CURAPLEX BY BOUND TREE	2113-20325	1.79	60%	\$ 0.72	1/EA
81	ET Tube 3.0 Uncuffed; Without Stylette	2113-20330	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 3.0mm	CURAPLEX BY BOUND TREE	2113-20330	1.79	60%	\$ 0.72	1/EA
82	ET Tube 3.5 Uncuffed; Without Stylette	2113-20335	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 3.5mm	CURAPLEX BY BOUND TREE	2113-20335	1.79	60%	\$ 0.72	1/EA
83	ET Tube 4.0 Uncuffed; Without Stylette	2113-20340	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 4.0mm	CURAPLEX BY BOUND TREE	2113-20340	1.79	60%	\$ 0.72	1/EA
84	ET Tube 4.5 Uncuffed; Without Stylette	2113-20345	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 4.5mm	CURAPLEX BY BOUND TREE	2113-20345	1.79	60%	\$ 0.72	1/EA
85	ET Tube 5.0 Uncuffed; Without Stylette	2113-20350	Curaplex Endotracheal Tube, Uncuffed, w/o Stylette, 5.0mm	CURAPLEX BY BOUND TREE	2113-20350	1.79	60%	\$ 0.72	1/EA
86	ET Tube 5.0 Cuffed; Without Stylette	2113-20250	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 5.0mm	CURAPLEX BY BOUND TREE	2113-20250	1.99	55%	\$ 0.90	1/EA
87	ET Tube 5.5 Cuffed; Without Stylette	2113-20255	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 5.5mm	CURAPLEX BY BOUND TREE	2113-20255	1.99	55%	\$ 0.90	1/EA
88	ET Tube 6 Cuffed; Without Stylette	2113-20260	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 6.0mm	CURAPLEX BY BOUND TREE	2113-20260	1.99	55%	\$ 0.90	1/EA
89	ET Tube 7 Cuffed; Without Stylette	2113-20270	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 7.0mm	CURAPLEX BY BOUND TREE	2113-20270	1.99	55%	\$ 0.90	1/EA
90	ET Tube 8 Cuffed; Without Stylette	2113-20280	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 8.0mm	CURAPLEX BY BOUND TREE	2113-20280	1.99	55%	\$ 0.90	1/EA
91	Mucosal Atomization Device - Dart w/o Syringe; 20300	2170-20300	Curaplex DART, No Syringe, Latex Free 1/EA 25EA/CS	CURAPLEX BY BOUND TREE	DART300	9.49	55%	\$ 4.27	1/EA
92	ET Holder Adult; 600-20000	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	LAERDAL MEDICAL CORP.	600-20000	6.09	10%	\$ 5.48	1/EA
93	ET Holder Ped; 600-10000	020500	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	LAERDAL MEDICAL CORP.	600-10000	6.09	10%	\$ 5.48	1/EA
94	Laryngoscope Handle Med; 13510 - Metal Non-fiber	2141-13510	Curaplex Select Laryngoscope Handle, Reusable, LED, Water-Resistant 24ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	2141-13510	49.99	55%	\$ 22.50	1/EA
95	Laryngoscope Handle Sm; 028620 - Metal Non-fiber	028620	LARYNGOSCOPE HANDLE RUSCH PEDIATRIC	TELEFLEX LLC	008620100	70.99	35%	\$ 46.14	1/EA
96	Laryngoscope Lamp Sm; B902	301-B902	Laryngoscope lamp, conventional, small, clear pre-focused 5/pk	SUN MED	B-902	15.49	35%	\$ 10.07	5/PK
97	Laryngoscope Lamp Large; B901	301-B901	Laryngoscope lamp, conventional, large, frosted 5/pk	SUN MED	B-901	15.49	35%	\$ 10.07	5/PK
98	Lubricating Jelly Foil Packet, 2.7g; 27000; Cs/12bx	1340-27000	*SEE NOTES* Curaplex Lubricating Jelly, Foil Packet 2.7g 144/BX 12BX/CS	ASP GLOBAL	1340-27000	19.29	55%	\$ 8.68	144/BX
99	Laryngoscope Blade Miller 0; MS-001MIB0	533-MS-001MIB0	Laryngoscope blade, Miller, size 0, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46020	37.99	35%	\$ 24.69	1/EA
100	Laryngoscope Blade Miller 1; MS-001MIB1	533-MS-001MIB1	Laryngoscope blade, Miller, size 1, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46021	37.99	35%	\$ 24.69	1/EA
101	Laryngoscope Blade Miller 2; MS-001MIB2	533-MS-001MIB2	Laryngoscope blade, Miller, size 2, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46022	37.99	35%	\$ 24.69	1/EA
102	Laryngoscope Blade Miller 3; MS-001MIB3	533-MS-001MIB3	Laryngoscope blade, Miller, size 3, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46023	37.99	35%	\$ 24.69	1/EA
103	Laryngoscope Blade Miller 4; MS-001MIB4	533-MS-001MIB4	Laryngoscope blade, Miller, size 4, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46024	37.99	35%	\$ 24.69	1/EA
104	Laryngoscope Blade Mac 0; 7886	7886	Laryngoscope Blade, stainless, Mac 0	SURGICAL DESIGN, INC	MAC 0 Blade	16.99	35%	\$ 11.04	1/EA
105	Laryngoscope Blade Mac 1; MS-001MAB1	533-MS-001MAB1	Laryngoscope Blade, Macintosh, size 1, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46011	37.99	35%	\$ 24.69	1/EA
106	Laryngoscope Blade Mac 2; MS-001MAB2	533-MS-001MAB2	Laryngoscope Blade, Macintosh, size 2, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46012	37.99	35%	\$ 24.69	1/EA
107	Magi; MS-001MAB3	533-MS-001MAB3	Laryngoscope Blade, Macintosh, size 3, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46013	37.99	35%	\$ 24.69	1/EA
108	Laryngoscope Blade Mac 4; MS-001MAB4	533-MS-001MAB4	Laryngoscope blade, Macintosh, size 4, standard, stainless steel	MEDSOURCE INTERNATIONAL	MS-46014	37.99	35%	\$ 24.69	1/EA

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109	Magill Forceps Adult; 400008	400008	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX	ZULCO INTERNATIONAL	9-476	8.89	35%	\$ 5.78	1/EA
110	Magill Forceps Child; 400007	400007	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	ZULCO INTERNATIONAL	9-474	9.09	35%	\$ 5.91	1/EA
111	Medicut™ Scalpel, Size 11; 4111	400012	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	DYNAREX CORPORATION	4111	1.49	35%	\$ 0.97	1/EA
112	Bite Stick - Orange; One piece, Non-toxic, Unbreakable, Sanitary bag packaging	0003	Bite stick, latex free 10ea/pk	E.M.I.	676	1.09	35%	\$ 0.71	1/EA
113	Adult Nasal Cannula; 14645 - Curved, Non-Flare, Adult	14645	O2 nasal cannula, straight, non-flare, adult, 7ft tubing 50ea/cs	SUN MED	1007	1.41	35%	\$ 0.92	1/EA
114	Smart CapnoLine® Plus, Oral-Nasal, Male Connector, Adult/Intermediate; 177653	177653	SMART CAPNOLINE PLUS NON INTUBATED ORAL NASAL, ADULT/INTERMEDIATE W/ O2 CONNECTOR NO TUBING 100EA/BX	MEDTRONIC (covidien)	MVA100U	14.59	35%	\$ 9.48	1/EA
115	Oxygen Connecting Tubing, 7ft L, 3/16in ID; 3007	87-3007EA	LTD QTY - Curaplex OXYGEN CONNECTING TUBING, 7 FT, 3 CHANNEL SAFETY TUBING, 3/16 IN I.D., 50EA/CS	CURAPLEX BY BOUND TREE	3007	1.02	35%	\$ 0.66	1/EA
116	Adult Total Non-rebreather Oxygen Mask, High Concentration, Elongated Adult; 25060EA	533-MS-25060EA	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs	CURAPLEX BY BOUND TREE	BT-25060	1.79	55%	\$ 0.81	1/EA
117	Angiocath™ FEP Polymer Peripheral Venous IV Catheter, 14ga x 3.25in L, Orange; Decompression Needle	352832	CATHETER, DECOMPRESSION NEEDLE, 14 GA X 3.25 IN, 8D ANGIOCATH 10EA/BX, 5BX/CS	Becton Dickinson	382268	59.99	35%	\$ 38.99	1/EA
118	Select Nebulizer, Small-Volume, Hand-held, T-Piece, Mouthpiece, Flextube, 7ft Tubing; # 301-200EA - Nebulizer must be complete kit w/T piece	301-200EA	Curaplex Select Nebulizer, Small-volume, Hand-held, T-piece, Mouthpiece, Flextube, 7 ft Tubing 50/cs	CURAPLEX BY BOUND TREE	301-200	1.65	55%	\$ 0.74	1/EA
119	Aerosol Mask; 2110	301-171EA	Aerosol Mask w/Elastic Strap, Elongated, Adjustable Nose Strap, Pediatric	CURAPLEX BY BOUND TREE	MS-25083	1.31	35%	\$ 0.85	1/EA
120	Pedi Oxygen Mask, High Concentration Total Non-rebreather, 7ft Tube Length, Fits-All Connector, Pediatric; 22026	410266	Total Non-Rebreathing High Concentration Mask, 7ft Oxygen Tube, Universal Connector, Infant	MEDSOURCE INTERNATIONAL	MS-25055-U	3.78	35%	\$ 2.46	1/EA
121	Total Non-rebreather Oxygen Mask, Elongated Infant; 2300	816724	MASK INFANT MED CONC 7FT TUBING 1/EA 50EA/CS	SUNMED	2300	1.93	35%	\$ 1.25	1/EA
122	Curaplex® Nasal Cannula, Pediatric; 30056	30056	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	30056	0.69	55%	\$ 0.31	1/EA
123	Softies® Over-The-Ear Nasal Cannula, Infant; A859100	A859100	CANNULA NASAL WITH 7 FT TUBE INFANT 50/CS	ALLIED HEALTHCARE PRODUCTS INC	33504	4.89	45%	\$ 2.69	1/EA
124	Gasket Regulator Washer, Brass/Viton; 10868	10868	GASKET REGULATOR O-RING 50EA/CS	MERET	AREG-100WB50	1.19	35%	\$ 0.77	1/EA
125	Nipple and Nut Adaptor, Green (Christmas Tree); 20634	020634	O2 Connector, Barb, Nipple/Nut, Tapered, Plastic 50ea/cs	MEDLINE INDUSTRIES, INC.	HUD2555	1.79	35%	\$ 1.16	1/EA
126	Cylinder Wrench, Black, Plastic; 385083	385083	WRENCH E CYLINDER PLASTIC SMALL BLACK 25/PK	OTHER MANUFACTURER	1600	2.09	35%	\$ 1.36	1/EA
127	Portable O2 Regulator CGA 870 Standard, 0 to 25ipm, with Hose Barb and 2 DISS; 14663	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-B2D-	52.99	20%	\$ 42.39	1/EA
128	Main O2 Regulator; RR510-600	020624	Regulator Top Mount w/Contents Gauge, Left-Handed Entry	WESTERN ENTERPRISES	M1-540-P	185.99	20%	\$ 148.79	1/EA
129	FlowMeter, O2, 0-15LPM, 50PSI, OHMED; 1MFA1005PTO	715-1MFA1005PTO	Oxygen flowmeter, 0-15 LPM, Ohmeda connector, power take off, chrome body	PRECISION MEDICAL	1MFA1005PTO	98.99	35%	\$ 64.34	1/EA
130	Ohmeda® Vacuum Quick Connect, 1/4in Hose Barb; 2311	592311	Vacuum Quick Connect, Ohmeda Quick Connect x Hose Barb	PRECISION MEDICAL	2311	41.79	35%	\$ 27.16	1/EA
131	QC Coupler, Oxygen, Ohio and DISS Female; OR201-6	A407101	Quick Connect Coupler, Oxygen, Ohmeda Female x DISS Nut and Nipple	WESTERN ENTERPRISES	OR201-6	113.99	35%	\$ 74.09	1/EA
132	O2 Yoke; Replacement Swivel Yoke, 0.25 NPT Male Thread	D4102	YOKE ASSEMBLY REPLACEMENT CGA870 TO 0.25 NATIONAL PIPE THREAD MALE	BAY CORPORATION	8704	55.99	35%	\$ 36.39	1/EA
133	BP Cuff Infant - Manual; 36010	36010	Curaplex Manual Blood Pressure Cuff, Infant, with Case 50ea/cs	CURAPLEX BY BOUND TREE	36010	12.09	35%	\$ 7.86	1/EA
134	BP Cuff Pedi - Manual; 36011	36011	Curaplex Manual Blood Pressure Cuff, Child, with Case 50ea/cs	CURAPLEX BY BOUND TREE	36011	12.09	35%	\$ 7.86	1/EA
135	BP Cuff Adult - Manual; 36012	36012	Curaplex Manual Blood Pressure Cuff, Adult, with Case 50ea/cs	CURAPLEX BY BOUND TREE	36012	11.99	35%	\$ 7.79	1/EA
136	BP Cuff Lrg Adult - Manual; 36014	36014	Curaplex Manual Blood Pressure Cuff, Thigh, with Case 50ea/cs	CURAPLEX BY BOUND TREE	36014	10.89	35%	\$ 7.08	1/EA
137	Stethoscope, dual head stainless steel adult/pediatric; MDF777 flexible on color	E6142	Spectrum Dual-Head/Teaching Stethoscope, Boxed, Adult, Blue	BRIGGS HEALTHCARE	10-426-010	15.79	35%	\$ 10.26	1/EA
139	Emesis Bags; Emesis Bags Cardboard Rim, 1000cc, Clear	1071-10208	Curaplex Emesis Bag, 1000cc, Clear, Cardboard Rim w/o Hand Protection 25/pk 10pk/cs	CURAPLEX BY BOUND TREE	1071-10208	28.09	55%	\$ 12.64	25/PK
140	Hot Pack, Large, 6.69in L x 7.5in W; 67000	1432-67000-T	Curaplex Hot Pack - Large - 6.69in x 7.5in 1/EA 50EA/CS *HAZMAT*	TEMPO MEDICAL-CURAPLEX	1432-67000-T	0.99	45%	\$ 0.54	1/EA
141	Cold Pack, Medium, 6.69in L x 6.69in W; 66000	1431-66000	LTD QTY - Curaplex Cold Pack - Medium - 6.69in x 6.69in 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	C6767	1.89	55%	\$ 0.85	1/EA

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142	Obstetrical Kit, Sealed Standard - # 4440010; 1) Pair of gloves, latex-free, large, (1) OB napkin, (2) OB towelettes,(2) Umbilical cord clamps, (1) Scalpel, disposable, (1) Apron, plastic, disposable, (1) Underpad, 17" x 24", (3) Towels, 13" x 19", (1) Drape sheet, 40" x 48", (1) Placenta bag, plastic, (1) Bulb syringe, 2oz, (8) Gauze sponges, 4" x 4", (2) Twist Ties	4440010	Curaplex OB Kit Sealed Standard	CURAPLEX BY BOUND TREE	4440010	16.29	55%	\$ 7.33	1/EA
143	Foil Baby Bunting, Sterile; 40-06	444006	FOIL BABY BUNTING STERILE	BRIGGS HEALTHCARE	650-4006-0600	8.69	35%	\$ 5.65	1/EA
144	Pen Light Disposable; 2762- 5in L and 1/2in Diameter	32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	CURAPLEX BY BOUND TREE	CUR-PEL100	7.49	35%	\$ 4.87	6/PK
145	ComfortMed Disposable Pillow.; White, 24in L x 18in W	80036	Pillow, Disposable, Medium Weight, 18inch x 24inch	MEDLINE INDUSTRIES, INC.	PM1824-15	7.29	35%	\$ 4.74	1/EA
146	3-Piece Linen Set, Heavy Duty; (pillowcase, flat & fitted sheet)	533-MS-003PCHD	Linen set, 3 pc incl white fitted sheet, pillowcase, dk bl flat sheet, disp 25/cs	MEDSOURCE INTERNATIONAL	MS-003PCHD	165.99	35%	\$ 107.89	25/CS
147	Disposable Pillow case 21x30; Size 22 x 30	3271-44125	Curaplex Disposable Pillow Case, 22x30 inches Tissue/Poly, White 100/CS	CURAPLEX BY BOUND TREE	3271-44125	39.99	55%	\$ 18.00	100/CS
149	Curaplex® Paramedic Shears.; 05524- 7.25in, Black	2811-05524	Curaplex EMS Shears, Black, 7.25in 1/EA 200EA/CS	CURAPLEX BY BOUND TREE	2811-05524	1.93	55%	\$ 0.87	1/EA
150	Window Punch, Aluminum Barrel, Center; Q89072	G1741	WINDOW PUNCH CENTER	E.M.J.	1076	20.79	35%	\$ 13.51	1/EA
152	Triage Tag, Airport Style; American Civil Defense	600001	TRIAGE TAGS 50/BG METTAG	METTAG PRODUCTS	MT-137	88.99	35%	\$ 57.84	50/BG
153	Ring Cutter, Chrome Handle, Heavy Duty; 400010	400010	RING CUTTER, MAGNUM MEDICAL	MAGNUM MEDICAL, INC.	10-4130	17.79	35%	\$ 11.56	1/EA
154	Emergency Blanket 54"x 80" yellow, impervious; 7303 (Must be size & type specified)	276-7303EA	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs	DUKAL CORP.	7303	4.19	35%	\$ 2.72	1/EA
160	FluidShield® Fog-Free Procedure Mask, Orange; 290418	290418	MASK WITHOUT VISOR FLUIDSHIELD 40/BX 10BX/CS	O&M Halyard, Inc	47107	27.79	35%	\$ 18.06	40/BX
161	Impervious Film Gowns with Thumbhooks and Perforated Open Back, Blue, Universal; 69490EA	108-69490EA	Impervious film gown, universal, blue, thumbhooks, perforated open back, 75ea/cs	O&M Halyard, Inc	69490	6.19	35%	\$ 4.02	1/EA
163	N95 Mask Flat Fold -Universal; 7230N95 (mask must be "NIOSH" flat fold particulate)	670245-KIT	*NON-RETURNABLE* Curaplex N95 Mask Kit (20 Masks)	PARENT PRODUCTION	670245-KIT	62.99	35%	\$ 40.94	1/EA
165	Ambu medium electrodes, 25pk; Blue sensor R R-00-S/25	230026	Electrodes, BlueSensor R, Adult, Foam 25/PK 40PK/CS	AMBUR	R-00-S/25	13.59	45%	\$ 7.47	25/PK
166	Shave Preparation Razor, Blue, disposable; 70837	2744-70837	Shave Prep Razor, 2 sided, Blue 100ea/cs	MEDLINE INDUSTRIES, INC.	DYND70837	0.59	35%	\$ 0.38	1/EA
167	ECG Chart Paper, Thermal, Red Grid, 108mm, for Lifepak 15; 10108	2745-10108	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12, LP15 1/RL 60RL/CT	CURAPLEX BY BOUND TREE	2745-10108	5.39	60%	\$ 2.16	1/RL
168	Curaplex Select Defib Pads, Physio Adult combo, Leads our direct Connect; 16242; 10pr/cs	16242	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	CURAPLEX BY BOUND TREE	6600208H	48.79	55%	\$ 21.96	1/PR
169	Curaplex Select Multi-function Defib Pads, Physio-Control Pediatric; 16383; 10pr/cs	16383	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	CURAPLEX BY BOUND TREE	6600201H	46.49	55%	\$ 20.92	1/PR
170	Adenosine, 3mg/mL, 2mL Vial; NDC# 51662-1201-1	1000020	Adenosine 6mg, 2ml Vial	HF Acquisition CO, LL (HealthFirst)	1000020	15.49	40%	\$ 9.29	1/EA
171	Ipratropium Bromide 0.5mg/mL and Albuterol 3mg/mL, 3mL Vial; NDC# 0487-0201-01	0201-01	IPRATROPIUM BROMIDE 0.5MG/ALBUTEROL 3.0MG INDIVIDUALLY WRAPPED 30EA/BX (Generic for Duoneb) 12BX/CS	NEPHRON PHARMACEUTICALS CORP	0487-0201-01	54.99	40%	\$ 32.99	30/BX
172	Amiodarone 150mg/3ml vial 50mg/ml; NDC# 63323-0616-03	9875-20	Amiodarone HCl 50MG/ML, Intravenous Injection Single Dose Vial	Hikma Pharmaceuticals USA Inc	0143-9875-25	278.99	40%	\$ 167.39	25/BX
173	Aspirin, Children's Chewable 81mg. 36s; NDC# 0904-4040-73	911316	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	GERI-CARE	911-316	2.01	40%	\$ 1.21	36/BT
174	Cardizem (Diltiazem) 50mg/10ml 10ml vial; NDC#: 0641-6014-10	6014-10	Diltiazem, 50mg, 10ml Vial *REFRIGERATE* 10ea/Box	Hikma Pharmaceuticals USA Inc	0641601410	119.99	40%	\$ 71.99	10/BX
175	Dextrose Injection 50% 50ml Stickguard Prefilled Syringe; NDC# 0409-7517-16	377515	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX	PFIZER INC.	0409751716	229.99	40%	\$ 137.99	10/BX
176	Dextrose Injection 10% 250mL saline-premix; NDC# 0264-7520-20	7520-20	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	B. BRAUN MEDICAL, INC	L5202	14.99	75%	\$ 3.75	1/EA
177	Diazepam 5mg/mL, 2mL Luer Locking Carpuject, (Requires Carpuject Holder #D250); NDC# 0409-1273-32	371104	C4 DIAZEPAM 5MG/ML 2ML LUER LOCKING CARPUJECT 10/BX CS04	PFIZER INC.	0409127332	589.99	40%	\$ 353.99	10/BX
178	Diphenhydramine 50mg/1ml Vial (Benadryl); NDC# 72485-101-25	101-25	Diphenhydramine 50mg, 1ml vial 25/BX	ARMAS PHARMACEUTICALS, INC.	72485-101-25	60.59	40%	\$ 36.35	25/BX
179	Epinephrine, 0.1mg/mL (1:10,000), 10mL LifeShield™ Prefilled Syringe1:1000 (1mg/ml) 1ml Ampule; NDC#0409-4933-01	374921	*MFG B/O* EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A 10EA/BX	PFIZER INC.	0409493301	168.99	40%	\$ 101.39	10/BX
180	Epinephrine 1mg/mL, 1mL Ampule; NDC#: 54288-103-10	103-10	Epinephrine 1mg, 1ml Ampule	BPI LABS, LLC	54288-103-10	239.9	40%	\$ 143.94	10/PK
181	Amidate™ (Etomidate), 2mg/mL, 10mL Vial; NDC# 0409-6695-01	6695-01	Etomidate, 20mg, 10ml Vial 10EA/BX	PFIZER INC.	0409669501	149.99	40%	\$ 89.99	10/BX
182	Fentanyl 0.05mg/ml 5ml vial - 6028-25; NDC# 0641-6028-25	6028-25	C2 Fentanyl, 0.05mg/ml, 5ml Vial, 25/Bx	Hikma Pharmaceuticals USA Inc	0641602825	211.99	40%	\$ 127.19	25/BX
183	Glucagen Kit 1mg, powder/diluent; NDC# 63323-0593-03	0593-03	*SEE NOTES* Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	OTHER MANUFACTURER	63323-0593-03	367.99	40%	\$ 220.79	1/EA

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184	Transcend™ Glucose Gel, 15g, Strawberry Flavor,; 1 oz squeezable pouch	664389	Glucose Gel, Strawberry 15gm 15/pack 5pk/cs *Will affect patients w/Strawberry Allergy*	LIFE NUTRITION, LLC	4389	49.99	40%	\$ 29.99	15/PK
185	Hydrogen Peroxide 3%, 16oz; Bottles	1421-40012	Hydrogen Peroxide 3%, 16 oz, 12EA/CS	MED PLUS SERVICES USA	HDX D0012	1.07	35%	\$ 0.70	1/EA
186	Povidone-Iodine swabsticks; NDC# 67777-130-01	601240	POVIDONE IODINE (PVP) SWABSTICKS 1/PK 50/BX (10BX/CS)	DYNAREX CORPORATION	1201	12.49	35%	\$ 8.12	50/BX
187	Ketamine HCL injection 10ML 50mg/ML; NDC# 0143-9508-10	9508-10	C3 Ketamine 50mg/ml, 10ml Vial 10/ box	Hikma Pharmaceuticals USA Inc	0143-9508-10	250.99	40%	\$ 150.59	10/BX
189	Lidocaine HCl 2%, 20mg/mL, 5mL LifeShield® Abboject® Syringe with Male Luer Lock Adapter (20G Protected Needle); NDC# 0409-4903-34	374904	LIDOCAINE 2% 100MG 5ML LIFESHIELD SYRINGE 1026A 10EA/BX	PFIZER INC.	0409490334	157.99	40%	\$ 94.79	10/BX
190	Magnesium Sulfate 50%, 500mg/mL, 2mL Vial; NDC# 63323-064-03	064-01	Magnesium Sulfate 50% 1GM, 2ML Vial	HF ACQUISITION CO, LLC (HEALTHFIRST)	1011950	14.79	40%	\$ 8.87	1/EA
191	Solu-Medrol® 125mg/mL, 2mL Act-O-Vial® System; NDC#0009-0047-22	0409-0047-22	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX	PFIZER INC.	0009004722	437.99	40%	\$ 262.79	25/BX
193	Midazolam 5mg/mL, 2mL vial 25s (versed); NDC# 0409-2308-02	371113	C4 MIDAZOLAM 10MG, 2ML VIAL (5MG/ML) 10/BOX CS13 (VERSED)	PFIZER INC.	0409230802	75.99	40%	\$ 45.59	10/BX
194	Morphine Sulphate 10mg/ml 1ml vial 25s; NDC# 10019-178-44	6127-25	C2 Morphine 10mg 1ml Vial 25/bx	Hikma Pharmaceuticals USA Inc	0641612725	139.99	40%	\$ 83.99	25/BX
195	Narcan 1mg/mL, 2mL Luer-Jet™ Luer-Lock Prefilled Syringe; NDC# 76329-3369-1	373369	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	IMS LIMITED	7632933691	459.99	40%	\$ 275.99	10/CS
196	Nitro Tabs 0.4mg (25 tabs/bottle); NDC# 0071-0418-13	8-0436-11	Nitroglycerin Sublingual Tabs 0.4mg 25/BTL	HF ACQUISITION CO, LLC (HEALTHFIRST)	1001140	29.29	40%	\$ 17.57	25/BT
197	Norepinephrine, 1mg/mL, 4mL Ampule; NDC# 360000-16210	0162-10	LTD QTY - Norepinephrine 4mg, 4ml Ampule (1mg/ml) 10ea/bx	BAXTER HEALTHCARE PHARM DIVISION	AIN00610	217.9	40%	\$ 130.74	10/BX
198	Ondansetron, 2mg/mL, 2mL Vial (Zofran); NDC# 60505-6130-05	6130-05	Ondansetron 4mg, 2ml vial 25EA/BX	CARDINAL HEALTH-PHARMA	5248596	49.99	40%	\$ 29.99	25/BX
199	Sodium Bicarbonate 8.4% Prefilled Syringe 50ml; NDC# 76329-3352-1	371035	Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B 10ea/pk	IMS LIMITED	7632933521	274.99	40%	\$ 164.99	10/PK
200	Sodium Chloride 0.9% Irrigation 500ml; NDC#0338-0048-03	358001	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs BBraun L8001	B. BRAUN MEDICAL, INC	L8001	10.99	60%	\$ 4.40	1/EA
201	Sodium Chloride 0.9% 1000ml IV; NDC# 0264-7800-09	7800-09	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	B. BRAUN MEDICAL, INC	L8000	8.59	60%	\$ 3.44	1/EA
202	Sodium Chloride 0.9%, 250mL EXCEL® IV Container; NDC# 0264-7800-20	358002	IV Solution, Sodium Chloride 0.9% 250ml Bag 24ea/cs BBraun L8002	B. BRAUN MEDICAL, INC	L8002	12.49	74%	\$ 3.25	1/EA
203	Sodium Chloride 0.9% Prefilled syringes, 10ML fill	1920-01010	IV flush syringe, Normal Saline, 10ml Prefilled in 10ml Syringe 30ea/bx 8bx/cs	AMSINO INTERNATIONAL, INC.	IVF1010TM	1.79	70%	\$ 0.54	1/EA
204	Sodium Chloride 0.9% 100mL IV; NDC# 00338-0049-48	358437	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs	BAXTER HEALTHCARE-DMG	2B1307	5.59	40%	\$ 3.35	1/EA
205	Succinylcholine (Quelicin) 200mg/10ml; NDC# 0409-6629-02	375204	QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX	PFIZER INC.	0409662902	1089.99	40%	\$ 653.99	25/BX
206	Tranexamic Acid, 100mg/mL, 10mL vial; NDC# 14789-500	0166-41	Tranexamic Acid 100mg/ml, 10ml vial 10EA/BX	CARDINAL HEALTH-PHARMA	5099510	399.99	40%	\$ 239.99	10/BX
207	Mini Perfit ACE® Extrication Collar, Pediatric, Yellow/Light Grey; 260280	260280	Extrication Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs	AMBU	000281106	9.89	45%	\$ 5.44	1/EA
208	Perfit ACE® Extrication Collar, Adult, White/Light Grey; 260281	260281	Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs	AMBU	000281000	9.89	50%	\$ 4.94	1/EA
210	Restraint Straps, 7ft, Metal Push Button, Loop Ends; 17202	3173-17202	Restraint Strap, Impervious, Blue, 2 piece, 7 ft, Auto Buckle, Loop Lock	DICK MEDICAL SUPPLY	31172BL	21.79	35%	\$ 14.16	1/EA
212	Backboard with Pins - "Orange"; Iron Duck Base Board w/pins #78190R	78190R	Backboard, Base Board, Orange, With Pins, 72 x 16 x 1 3/4 in, non-standard color	IRON DUCK INC.	35850-P O	181.99	35%	\$ 118.29	1/EA
213	Backboard Straps, Quick-clip # - 51615B4; 5' disposal strap w/speed clip & plastic buckle (Must be packaged in sets of 4)	3171-51615B4	Curaplex *BREVARD COUNTY ONLY* Restraint Straps, Orange, 5 FT, 2 PC, Plastic Swivel Speed Clip 4/pk	CURAPLEX BY BOUND TREE	170516-OR BREV4	12.59	35%	\$ 8.18	4/PK
214	Lift/Gait Belt with metal buckle- Prestige 72"; 11275 - Dotted White	11275	Belt, Prestige, Gait Transfer, cotton, metal buckel, 72 inch long, White	PRESTIGE MEDICAL	621L-WHT	15.49	35%	\$ 10.07	1/EA
216	Economy Limb Restraint w/ D Rings, Pair; 501110 - Disposal; Cs/48pr	501110	RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN 48PR/CS	DICK MEDICAL SUPPLY	501110M	7.19	35%	\$ 4.67	1/PR
218	Head Immobilizer, Adult, incl Head and Chin Straps; 3141-91010	3141-91010	Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs	CURAPLEX BY BOUND TREE	BT-91010	5.79	35%	\$ 3.76	1/EA
219	Patient Transporter Plus Megamover 1900 lbs; 95204 - Disposable 40" x 80"	3246-95204	Curaplex Patient Transporter Plus, 1900 lb Capacity, 14 Handles 10EA/CS	CURAPLEX BY BOUND TREE	3246-95204	37.99	55%	\$ 17.10	1/EA
220	Full On Xtremity™ Cardboard Fox Splint, 12in; 504-12	504-12	FOX SPLINT 12 IN 30EA/CS	COMPLIANCE MEDICAL MFG, INC.	504-12	8.29	35%	\$ 5.39	1/EA
221	Full On Xtremity™ Cardboard Fox Splint, 18in; 505-18	505-18	FOX SPLINT 18 IN 25EA/CS	COMPLIANCE MEDICAL MFG, INC.	505-18	9.49	35%	\$ 6.17	1/EA

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222	Full On Xtremity™ Cardboard Fox Splint, 24in; 506-24	506-24	FOX SPLINT 24 IN 24ea/cs	COMPLIANCE MEDICAL MFG, INC.	506-24	13.59	35%	\$ 8.83	1/EA
223	Pro-Splints Adult kit; Prosplint extremity kit: small leg, large leg, small arm, large arm, wrist forearm, combo splint and case	5800-51	SPLINT KIT EXTREMITY PROSPLINT 113908	MEDSPEC	113908	317.99	15%	\$ 270.29	1/EA
224	Pro-Splints Pediatric; 5800-504	5800-504	PROSPLINT COMBO SPLINT, CHILD, ANKLE/ELBOW, 15.5 IN L X 6.5 IN W	MEDSPEC	113011	31.29	35%	\$ 20.34	1/EA
225	Kendrick Extraction Device; Model # 125	15329	Curaplex Extrication Device w/ Case, Green	CURAPLEX BY BOUND TREE	STORM-ED2253	118.99	35%	\$ 77.34	1/EA
226	Traction Splint Adult, Aluminum; #95001 with 4 black leg straps & adjustable ankle strap	95001	Curaplex Traction Splint, Adult	CURAPLEX BY BOUND TREE	95001	270.99	35%	\$ 176.14	1/EA
227	Traction Splint Pediatric, Aluminum; #95002 with 4 black leg straps & adjustable ankle strap	95002	Curaplex Traction Splint, Pediatric	CURAPLEX BY BOUND TREE	95002	270.99	35%	\$ 176.14	1/EA
228	X-ray Translucent Break-Apart Stretcher, 63-1/2 to 78in L x 18in W - Scoop stretcher; 12419- yellow	3245-12419	SCOOPE STRETCHER, PLASTIC, W/3 PATIENT RESTRAINT STRAPS	MEDSOURCE INTERNATIONAL	MS-SCP124	1029.99	35%	\$ 669.49	1/EA
229	Emi Fanny Pack - Black; G366729 - Screen printed with Brevard County Fire Rescue	G366729	*DS ONLY* Curaplex FANNY PACK BLACK WITH BREVARD COUNTY	CURAPLEX BY BOUND TREE	15394-FANNYP-BLK	50.99	10%	\$ 45.89	1/EA
230	EMI Fanny Pack - Blue; Screen printed with Brevard County Fire Rescue or Ocean Rescue	G366729	*DS ONLY* Curaplex FANNY PACK BLACK WITH BREVARD COUNTY	CURAPLEX BY BOUND TREE	15394-FANNYP-BLK	50.99	10%	\$ 45.89	1/EA
231	EMI Fanny Pack-Red; G366730 - Screen printed with Brevard County Fire Rescue	G366730	*DS ONLY* FANNY PACK RED WITH BREVARD COUNTY	SAFETY INTERNATIONAL	15393-FANNYP-RED	61.99	10%	\$ 55.79	1/EA
232	Bag, Blue Trauma (21.5x13.5x10); 3 outside pockets, moveable inside dividers	68200RY	TRAUMA BAG SOFT PACK AMBULANCE BAG ROYAL BLUE 22 IN X 14 IN X 11 IN	PROPAK MANUFACTURING	PSA2RO	247.99	35%	\$ 161.19	1/EA
233	Intubation kit bag, Padded, zipper brief case style; MS-B3351	533-MS-B3351	Intubation kit bag, padded, internal pocket, velcro strap, elastic loops, zipper brief case style	MEDSOURCE INTERNATIONAL	MS-B3351	74.99	35%	\$ 48.74	1/EA
235	Hook and Loop Drug Insert- ALS lid insert; G36631	G36631	INSERT CUSTOM DRUG WITH HOOK/LOOP FOR PELICAN CASE 1550 AND 1554	SAFETY INTERNATIONAL	83038-ALS DP W/R	263.99	35%	\$ 171.59	1/EA
236	Extrication Collar Carry Case, Royal Blue; Dimensions: 24.5in x 10in x 5in	260207	Curaplex Carry Case for Extrication Collars, Royal Blue, 24.5 in x 10 in x 5 in	CURAPLEX BY BOUND TREE	61225-260207	56.99	35%	\$ 37.04	1/EA
237	Case, Pelican 1550EMS, Orange with EMS organizer/dividers ID: 18.4"L x 14"W x 7.6"D; 1550 Orange	689-1550EMS	Case, Pelican 1550EMS, Orange with EMS Organizer/Dividers	PELICAN PRODUCTS, INC.	1550-005-150	549.99	35%	\$ 357.49	1/EA
238	Ultra Intubation Mini Bag-for handtevy boxes only; Ultra Mini-Bag, 11.5in L x 5.5in W x 2in H, Royal Blue	685130RB	INTUBATION ULTRA MINI BAG, BLUE, 11.5 IN L X 5.5 IN W X 2 IN H, CORDURA, FERNO MB5130	FERNO WASHINGTON	0819847	59.99	15%	\$ 50.99	1/EA
239	Handtevy box ID: 18.4"L x 14"W x 7.6"D; 1550 Yellow - No foam Assure® Lance Safety Lancet, Dark Green, 21ga x 1.8mm D; must provide sample	2511-55014	Case, Pelican 1550, Yellow with No Foam	PELICAN PRODUCTS, INC.	1550-001-240	337.99	35%	\$ 219.69	1/EA
240	Assure® Prism Multi Blood Glucose Test Strips; 53050	2764-80121	Lancets, Assure Lance, 21 ga x 1.8 mm 100/bx	Arkray	980121	21.49	58%	\$ 9.03	100/BX
241	Assure® Prism Multi Blood Glucose Test Strips; 53050	2763-53050	Blood Glucose Test Strips, Assure Prism Multi 50/ bottle; 1bt/ box *Approved for Multipatient Use*	Arkray	530050	17.69	50%	\$ 8.84	50/BX
242	Assure® Prism Multi Control Solution -; 53060 - 1 bottle of ea/bx	2762-53060	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of EA/BX *SEE NOTES* Blood Glucose Meter, Assure Prism Multi*Approved for Multipatient Use*	Arkray	530006	14.49	35%	\$ 9.42	1/BX
243	Assure® Prism Multi Blood Glucose Monitoring System; 53010	2761-53010	Universal Assure Orange Carrying Case	Arkray	530001	21.99	55%	\$ 9.90	1/EA
244	Assure® Prism Platinum Glucometer Carrying Case; 26001	2530-26001	IV ADMIN SET W/1 PREPIERCED Y SITE, 1 LUER ACTIVATED Y SITE W/SLIP TIP 48/CS	ARKRAY USA, INC.	5260-02	10.49	35%	\$ 6.82	1/EA
245	Select III IV Set Needleless Set; B30-102	352230	TWIN CATH 20/22 MULTI-LUMEN PERIPHERAL CATH 25EA/CS	BIOMEDIX, INC.	B30-102	8.29	35%	\$ 5.39	1/EA
246	Multi Lumen cath 20/22ga; IV-01100	IV-01100	TWIN CATH 18/20 MULTI LUMEN PERIPHERAL CATH 25/CS	TELEFLEX LLC	IV-01100	24.49	35%	\$ 15.92	1/EA
247	Multi Lumen cath 18/20ga; IV-01150	IV-01150	TWIN CATH 18/20 MULTI LUMEN PERIPHERAL CATH 25/CS	TELEFLEX LLC	IV-01150	24.49	35%	\$ 15.92	1/EA
248	O2MAX BiTrac ED mask w/nebulizer, adult med CPAP; 313-7556XN	313-7556XNEA	O2 MAX BiTrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve 10ea/cs	PULMODYNE	313-7556XN	80.99	35%	\$ 52.64	1/EA
250	Braun ThermoScan® Dual Scale Ear Thermometer, Large/Two-box Cradle, 68 to 108°F (20 to 42.2°C) *Non-Returnable*; Pro 6000 - # 14602	2731-14602	Braun PRO 6000 Ear Thermometer, w/SM Cradle	WELCH ALLYN, INC..	06000-200	372.99	35%	\$ 242.44	1/EA
251	Disposable Probe Covers, For ThermoScan PRO 6000 Ear Thermometer; # 14605	2733-14605	Probe Covers, Braun PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	WELCH ALLYN, INC..	06000-005	22.79	35%	\$ 14.81	200/BX
257	SSCOR III Suction Unit; 74000	596400	SUCTION UNIT S-SCORT III W/ VINYL CASE RED, W/AC CHARGER AND DC CABLE INCLUDED	SSCOR, INC.	74000	829.99	15%	\$ 705.49	1/EA
258	Scsor III suction battery; for SSCOR III suction unit	480638	BATTERY FOR S-SCORT III 74000 OR 2315 NEW SENTINEL SUCTION UNIT	SSCOR, INC.	80638	69.99	15%	\$ 59.49	1/EA
259	120V AC Fixed Volt charger for SSCOR Suction Unit; for SSCOR III suction unit	598053	CHARGER, 120V AC FIXED VOLT CHARGER FOR ASPIRATORS 2109,15002,2309,74000	SSCOR, INC.	80533	218.99	15%	\$ 186.14	1/EA
263	Pre-made Adult cric kit; Must contain -iodine swab,scalpel, #6 ET tube, 10mL syringe, unsterile 4x4, roll of 1" tape	351631-A	Curaplex Cricothyrotomy Field Kit 6.0 MM W/ Instruments Kwik Cric MVP	PARENT PRODUCTION	351631-A	83.99	35%	\$ 54.59	1/EA
264	Pre-made Pediatric cric kit; Must contain -iodine swab,14 ga 1.25" safety cath, 6mL syringe, 15mm tube adapter (#3 ET tube), roll of 1" tape	13302	Curaplex Pediatric Cricothyrotomy Kit	CURAPLEX BY BOUND TREE	13302	57.99	55%	\$ 26.10	1/EA

Item List for Brevard County  
EMS Medical Supplies

Brevard County Line ID	Brevard County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Public Catalog Price - WWW.BOUNDTREE.COM	Itemized Percent Discount	Quoted Price With Discount Applied	Selling UOM
271	Combat Application Tourniquet, Tactical Black; 13022 - one handed tourniquet - windlass system	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	30-0001	40.29	35%	\$ 26.19	1/EA
274	Israeli Emergency Bandage, White, 6in; 15888	16888	EMERGENCY BANDAGE, ISRAELI 6 IN WHITE 100EA/CS	PerSys Medical	FCP-06	9.39	35%	\$ 6.10	1/EA
285	Ambu medium electrodes, 25pk; Blue sensor R R-00-S/25 (duplicate of Line # 165)	230026	Electrodes, BlueSensor R, Adult, Foam 25/PK 40PK/CS	AMBU	R-00-S/25	13.59	45%	\$ 7.47	25/PK
297	Atropine 1mg/10ml Prefilled Syringe; NDC# 76329-3340-1	371006	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK	IMS LIMITED	7632933401	168.99	40%	\$ 101.39	10/PK
301	ET Tube 6.0 Uncuffed; Without Stylette	2113-20360	Curaplex Select Endotracheal Tube, 6.0mm, Uncuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	2113-20360	1.79	60%	\$ 0.72	1/EA
302	ET Tube 6.5 Uncuffed; Without Stylette	2113-20365	Curaplex Select Endotracheal Tube, 6.5mm, Uncuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	2113-20365	1.79	60%	\$ 0.72	1/EA
303	Microstream™ Advance FilterLine® Set, Adult/Pediatric, 6.5ft; Adult/Pediatric CO2 sampling line & Airway adapter; Cs/50	174620	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX	MEDTRONIC (covidien)	MVAI100U	12.39	35%	\$ 8.05	1/EA
304	H*VENT Vented Chest Seals; Single Pack	1215-22191	H*VENT Vented Chest Seal Single Pack 1/EA 25EA/CS	SAFEGUARD MEDICAL	HVS01	30.79	35%	\$ 20.01	1/EA
305	O2-RESQ™ Filter; O2 Res-Q filters CPAPs	313-7043EA	O2 RESQ FILTER (30mm M X 30mm F) 10EA/CS	PULMODYNE	313-7043	4.2	35%	\$ 2.73	1/EA
306	CYANOKIT, 5g Hydroxocobalamin, Vial; NDC#: 50633-0310-11	0310-11	Cyanokit kit 5gm 1per kit	BTG INTERNATIONAL, INC.	0310-11	1759.99	40%	\$ 1,055.99	1/EA
307	3-Way Stopcock; With swivel male Luer lock.	35411	STOPCOCK 3 WAY 50EA/CS W/SWIVEL MALE LUER LOCK	Smiths Medical	MX5311L	2.26	35%	\$ 1.47	1/EA
308	Aquasonic® 100 Ultrasound Transmission Gel; 0.25 L Dispenser	706-01-08EA	Ultrasound transmission gel, Aquasonic 100, 0.25 liter dispenser, hypoallergenic 72ea/cs	PARKER LABS	01-08	5.49	35%	\$ 3.57	1/EA
309	Curaplex, Triton Grip EP x2 Nitrile Gloves - small; 47143; Cs/10bx	1015-47143	Curaplex TritonGrip EP X2 Gloves, SM, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS	INNOVATIVE HEALTHCARE	1015-47143	28.49	35%	\$ 18.52	100/BX
310	Curaplex, Triton Grip EP x2 Nitrile Gloves - Medium; 47143; Cs/10bx	1015-47144	Curaplex TritonGrip EP X2 Gloves, MED, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS	INNOVATIVE HEALTHCARE	1015-47144	28.49	35%	\$ 18.52	100/BX
311	Curaplex, Triton Grip EP x2 Nitrile Gloves - Large; 47143; Cs/10bx	1015-47145	Curaplex TritonGrip EP X2 Gloves, LG, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS	INNOVATIVE HEALTHCARE	1015-47145	28.49	35%	\$ 18.52	100/BX
312	Curaplex, Triton Grip EP x2 Nitrile Gloves - Xlarge; 47143; Cs/10bx	1015-47146	Curaplex TritonGrip EP X2 Gloves, XL, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS	INNOVATIVE HEALTHCARE	1015-47146	28.49	35%	\$ 18.52	100/BX
313	Curaplex, Triton Grip EP x2 Nitrile Gloves - 2XL; 47143; Cs/10bx	1015-47147	Curaplex TritonGrip EP X2 Gloves, 2XL, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS	INNOVATIVE HEALTHCARE	1015-47147	28.49	35%	\$ 18.52	100/BX
314	ProDefense™ Face Mask Level 2, 3-Ply, Earloops, Blue; 87529	1031-87529	LTD QTY - Surgical Face Mask, 3-Ply, Earloops, Blue, ASTM Level II, 50/bx 6bx/cs	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	87529	13.69	35%	\$ 8.90	50/BX
315	Hand Tight Nut and Nipple, Vacuum (Suction), DISS 1220, 5/16in ID Hose Barb; 23108	2320-23108	Hand Tight Nut and Nipple for Vacuum Suction, DISS 1220 with 5/16 in ID Hose Barb, 3/4 in-16 Thread	BAY CORPORATION	2231HT	25.99	35%	\$ 16.89	1/EA
316	QuikClot® Combat Hemostatic Gauze*, 3in x 4yd Strip, Z-fold; G1284	G1284	QuikClot Combat Gauze, Z-Fold X-ray, 3 in x 4 yds	TELEFLEX LLC	200	54.99	20%	\$ 43.99	1/EA
317	Inspiratory Filter, Bacterial/Viral Filter, 22mmOD/15mmID x 22mm; 62160	2358-62160	Bacterial/Viral Inspiratory Filter 22mmOD/15mmID x 22mm 1/EA 50EA/CS	AMBU	6216	4.59	45%	\$ 2.52	1/EA
318	Regular Bevel Hypodermic Needle, 21G x 1in, Green Hub; 11314	11314	Needle, Exel, hypodermic, regular bevel, 21 ga x 1 in 1/ea 10ea/ct 100ea/bx 20bx/cs	EXEL INTERNATIONAL	26414	0.09	35%	\$ 0.06	1/EA
319	Pedi Board with Case, 47.5in x 9.75in x 0.5in; 36111	36111	Curaplex Pedi Board with Black Case, Immobilization for Children 25-54 in (10-85lbs)	CURAPLEX BY BOUND TREE	STORM-PIBS	205.99	55%	\$ 92.70	1/EA
320	P.A.W.S.* Antimicrobial Hand Wipes, Canister, 160 count; F816606	F816606	ANTIMICROBIAL WIPES PERSONAL LARGE PULL OUT TUBS 160 WIPES 12/CS PAWS	SAFETEC	34410	19.99	35%	\$ 12.99	160/EA
321	Sample Port Elbow - capnography used w/Auto Vent; 7000	2443-07000	Sample Port Elbow with Tethered Cap	AMBU INC.	7000	1.79	35%	\$ 1.16	1/EA
322	Ambu® Disposable PEEP Valve, with 30mm Adaptor, 0 to 20cm Size; D4175	D4175	PEEP Valve, Disposable, Adjustable, 30mm Inner Diameter 20ea/cs	AMBU	199002020	9.79	45%	\$ 5.38	1/EA
323	Replacement Blade for Ring Cutter # 400010; 400011	400011	REPLACEMENT BLADES FOR MAGNUM MEDICAL RING CUTTER 4/PK (SOLD BY THE EACH)	MAGNUM MEDICAL, INC.	10-4130B	8.69	35%	\$ 5.65	1/EA
324	G3 Breather Pack, Green; 2522-00807	2522-00807	G3 Breather, Green, BBP Resistant, 20 in H x 19 in W x 7 in D	STATPACKS, INC.	G35008GN	336.99	25%	\$ 252.74	1/EA
325	G3 Oxygen Module Bag, Green - D or Jumbo-D cylinder; 2522-03347 16.5in x 5.5in x 1.5in	2522-03347	G3 Oxygen Module, Green, 1 in x 5 in x 16.5 in, Attaches to D or Jumbo D Cylinder	STATPACKS, INC.	G33004GN	69.99	25%	\$ 52.49	1/EA
326	Omni™ Pro X, Infection Control Complete, Non-Ballistics, Red; 81016 size15in x 22in x 9.5in	2521-81016	OMNI PRO X BLS/ALS System, Red ICC, (TS2 Ready) Infection Control	MERET	M8101F	439.99	35%	\$ 285.99	1/EA
327	i-gel® O2 Resus Pack, Size 3, Small Adult; 87301	2114-87301	i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	INTERSURGICAL INCORPORATED	8703030	38.99	35%	\$ 25.34	1/EA
328	i-gel® O2 Resus Pack, Size 4, Medium Adult; 87302	2114-87302	i-gel O2 Resus Pack, MED Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 50-90 kg 6ea/cs	INTERSURGICAL INCORPORATED	8704030	38.99	35%	\$ 25.34	1/EA
329	i-gel® O2 Resus Pack, Size 5, Large Adult; 87303	2114-87303	i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg 6ea/cs	INTERSURGICAL INCORPORATED	8705030	38.99	35%	\$ 25.34	1/EA
330	i-gel® Supraglottic Airway, Size 2, Small Pediatric; 8202	2114-08202	I-GEL SUPRAGLOTTIC AIRWAY FOR SMALL PEDIATRICS (SIZE 2) 22-55 LBS (10-25 KG) 10EA/CS	INTERSURGICAL INCORPORATED	8202000	23.99	30%	\$ 16.79	1/EA
331	i-gel® Supraglottic Airway, Size 2.5, Large Pediatric; 8225	2114-08225	I-GEL SUPRAGLOTTIC AIRWAY FOR LG PEDIATRICS (SIZE 2.5) 55-77 LBS (25-35 KG) 10EA/CS	INTERSURGICAL INCORPORATED	8225000	23.99	30%	\$ 16.79	1/EA
332	T-POD™ Trauma Pelvic Orthotic Device, Orange; TPODOR	TPODOR	TPOD ORANGE TRAUMA PELVIC ORTHOTIC DEVICE	TELEFLEX LLC	T-PODR	136.19	35%	\$ 88.52	1/EA
333	Curaplex® Intubation Stylette, 6fr; 12996	12996	Curaplex Stylette, ET Tube Introducer, 6 Fr (2.0 - 3.5) 1/EA 20EA/BX 10BX/CS	CURAPLEX BY BOUND TREE	12996	2.79	55%	\$ 1.26	1/EA

Item List for Brevard County  
EMS Medical Supplies

Brevard County Line ID	Brevard County Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Public Catalog Price - WWW.BOUNDTREE.COM	Itemized Percent Discount	Quoted Price With Discount Applied	Selling UOM
334	Curaplex® Intubation Stylette, 10fr; 12997	12997	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA 20EA/BX 10BX/CS	CURAPLEX BY BOUND TREE	12997	2.79	55%	\$ 1.26	1/EA
335	Curaplex® Intubation Stylette, 14fr; 12998	12998	Curaplex Stylette, ET Tube Introducer, 14 Fr (7.0- 10.0) 1/EA 20EA/BX 10BX/CS	CURAPLEX BY BOUND TREE	12998	2.79	55%	\$ 1.26	1/EA
336	Bougie-To-Go™ ET Tube Introducer with Coude Tip, Adult, 15fr x 60cm; 21282	2120-21282	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR, 60cm, 10/PK	SUN MED	9-0212-82	11.89	35%	\$ 7.73	1/EA
337	Bougie-To-Go™ Endotracheal Tube Introducer, Pediatric, Coude Tip; 17010	2120-17010	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP 10/BX	SUN MED	9-0211-70	11.99	35%	\$ 7.79	1/EA
338	Curaplex® Suction Catheter, 6fr; 36090	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36090	0.39	55%	\$ 0.18	1/EA
339	Curaplex® Suction Catheter, 12fr; 36093	36093	Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36093	0.39	55%	\$ 0.18	1/EA
340	Curaplex® Suction Catheter, 14fr; 36094	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	36094	0.39	55%	\$ 0.18	1/EA
341	VENTILATION CIRCUIT VALVE W/12 IN CORRUGATED HOSE DIS; 530580	530580	VENTILATION CIRCUIT VALVE W/ 12 IN CORRUGATED HOSE DISP 10/CS AUTOVENT	ALLIED HEALTHCARE PRODUCTS INC	L599-010	13.69	35%	\$ 8.90	1/EA
342	Droperidol, 2.5mg/mL, 2mL Vial; NDC#: 0517-9702-25	9702-25	Droperidol 2.5Mg/ML 2ML Vial 25EA/BX	McKesson Medical-Surgical Minnesota Supply Inc.	491208	729.99	40%	\$ 437.99	25/BX
343	Ondansetron, 4mg, 30 Orally Disintegrating Tablets; NDC#: 65862-0390-10	0390-10	Ondansetron 4mg Orally Disintegrating Tablet 3x10UD	OTHER MANUFACTURER	203901	23.09	40%	\$ 13.85	30/BX
344	Rocuronium, 10mg/mL, 10mL Vial; NDC#: 0409-9558-10	9558-10	Rocuronium 10mg/ml, 10ml vial *REFRIGERATE* 10EA/BX	PFIZER INC.	0409955810	482.99	40%	\$ 289.79	10/BX

### UCapIt Dispensing System

Bound Tree Medical would like to offer the County the UCapIt dispensing system and software as an Inventory Management Solution as part of our bid proposal. As part of Bound Tree's proposal, we would like to offer three (3) machines and related software to the County in order to meet inventory management needs. With an annual minimum spend of \$900,000 in EMS supplies, the County would be provided with a 100% rebate for three (3) UCapIt Machines and associated software for the duration of the bid. Any spend below the \$900,000 would result in a pro-rated rebate to the County.

Item Description	BTM Item	Retail Price	Quantity	Total Value
CAP 5 Standard EMS Machine w/Controller, BTM Black	4800-0001H	\$10,719.99	3	\$32,159.97
Prox Card Reader for Standard Machine	4800-31184	\$749.99	3	\$2,249.97
UCapIt Annual Software Service (3 machines for 3 years)	4800-43110	\$1,200.00	9	\$10,800.00
			Total 3-Year Value	<b>\$45,209.94</b>

**Please note** that any supplementary machines and software needed would need to be negotiated between both parties or new or incremental revenue. Additionally, the County reserves the right to purchase supplementary machines outright without the need for a committed spend agreement. Bound Tree would like to offer the County the opportunity to purchase additional Standard CAP 5 machines (4800-0001H) above at 15% off list price should additional machines be needed to supplement Bound Tree's offering.

# NABP ACCREDITED DRUG DISTRIBUTOR

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located at

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This business has met all the drug distributor criteria set in place by the National Association of Boards of Pharmacy® (NABP®). The current status of this business's accreditation may also be verified by visiting the drug distributor section on the NABP website, located at: [www.nabp.pharmacy/programs/drug-distributor/accredited-facilities/](http://www.nabp.pharmacy/programs/drug-distributor/accredited-facilities/).



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**Lemrey "Al" Carter**, PharmD, MS, RPh  
*Executive Director/Secretary*



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Period of Accreditation

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RB0615659	07-31-2023	\$1850
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	DISTRIBUTOR	06-06-2022
BOUND TREE MEDICAL, LLC 2619 IGNITION DR STE 2 JACKSONVILLE, FL 322183555		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RB0615659	07-31-2023	\$1850
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	DISTRIBUTOR	06-06-2022
BOUND TREE MEDICAL, LLC 2619 IGNITION DR STE 2 JACKSONVILLE, FL 322183555		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RB0615659	07-31-2023	\$1850

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3,3N,4,5	DISTRIBUTOR	06-06-2022

BOUND TREE MEDICAL, LLC  
 2619 IGNITION DR STE 2  
 JACKSONVILLE, FL 322183555

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL  
 REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA-223/511 (9/2016)



**REQUESTING MODIFICATIONS TO YOUR  
 REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at [deadiversion.usdoj.gov](http://deadiversion.usdoj.gov) - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:  
**Drug Enforcement Administration**  
**P.O. Box 2639**  
**Springfield, VA 22152-2639**

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA DRUGS, DEVICES AND COSMETICS  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-1047**

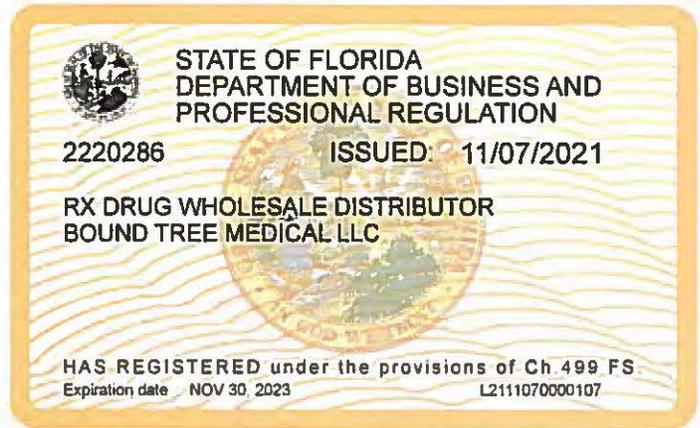
**(850) 487-1395**

**BOUND TREE MEDICAL LLC  
5000 TUTTLE CROSSING BLVD  
DUBLIN OH 43016**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridallicense.com](http://www.myfloridallicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**DETACH HERE**

**RON DESANTIS, GOVERNOR**

**JULIE I. BROWN, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA DRUGS, DEVICES AND COSMETICS**

LICENSE NUMBER
2220286

The **PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR**  
Named below HAS REGISTERED  
Under the provisions of Chapter 499 FS.  
Expiration date: NOV 30, 2023

**BOUND TREE MEDICAL LLC  
2619 IGNITION DRIVE  
STE#2  
JACKSONVILLE FL 32218**



ISSUED: 11/07/2021

DISPLAY AS REQUIRED BY LAW

SEQ # L2111070000107

# *State of Florida*

## *Department of State*

I certify from the records of this office that BOUND TREE MEDICAL, LLC is an Ohio limited liability company authorized to transact business in the State of Florida, qualified on October 12, 2001.

The document number of this limited liability company is M01000002310.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 5, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of December,  
2017*



*Ken DeFoner*  
*Secretary of State*

Tracking Number: CU6760952214

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## National References

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[Andy.Zanoﬀ@sfgov.org](mailto:Andy.Zanoﬀ@sfgov.org)



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[seellis@columbus.gov](mailto:seellis@columbus.gov)



FFPM Lamont M Clark II, Logistics Medical  
Supply Baltimore City Fire Department  
3500 West Northern Parkway  
Baltimore, MD 21215  
410-396-2718  
[Lamont.clarkii@baltimorecity.gov](mailto:Lamont.clarkii@baltimorecity.gov)

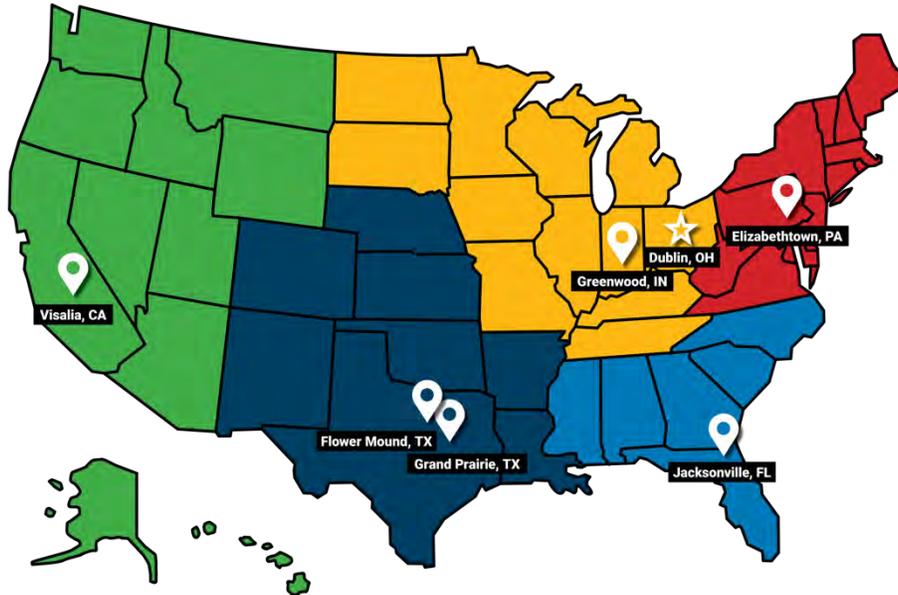


Barbara Tripp, Fire Chief  
City of Tampa Fire Department  
808 East Zack Street  
Tampa, FL 33602  
352-406-2573  
[barbara.tripp@tampagov.net](mailto:barbara.tripp@tampagov.net)



## Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 96% of all our customers can be reached using UPS Ground within 2 business days.



## OFFICES

**Bound Tree Medical**  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016

DISTRIBUTION CENTERS	
<p><b>Grand Prairie, TX</b> Bound Tree Medical 2911 S. Great Southwest Parkway Suite 200 Grand Prairie, TX 75052</p>	<p><b>Flower Mound, TX</b> Bound Tree Medical 1420 Lakeside Parkway Suite 105 Flower Mound, TX 75028</p>
<p><b>Elizabethtown, PA</b> Bound Tree Medical 1605 Zeager Road Elizabethtown, PA 17022</p>	<p><b>Greenwood, IN</b> Bound Tree Medical 1033 Collins Road, Suite A Greenwood, IN 46143</p>
<p><b>Visalia, CA</b> Bound Tree Medical 2243 N. Plaza Drive Visalia, CA 93291</p>	<p><b>Jacksonville, FL</b> Bound Tree Medical 2619 Ignition Drive, Suite 2 Jacksonville, FL 32218</p>

## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

## Return Policy

Prior to returning a product, please contact Bound Tree's Customer Service Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

### **Non-returnable Items Include:**

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

### **Return Policy Guidelines:**

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.

## **RETURN FOR REPAIRS**

Items returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must also be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

## **CLAIMS**

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier and documented with photos. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Customer Service.

## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A “sold by” column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include “order submitters” and “order approvers”. Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment (“PPE”) and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

*Christopher Fyffe*

Christopher Fyffe  
Manager, Bids & Contracts



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ProAssurance Specialty Insurance Company		17400
	<b>INSURER B:</b> Federal Insurance Company		20281
	<b>INSURER C:</b> Travelers Property Cas Co of America		25674
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570101190852      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested		
							LIMITS		
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36073395	12/01/2022	12/01/2023	EACH OCCURRENCE	\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	Excluded		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7363-09-65	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
							BODILY INJURY (Per person)		
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			78197881	12/01/2022	12/01/2023	EACH OCCURRENCE	\$10,000,000	
							AGGREGATE	\$10,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A <input checked="" type="checkbox"/> N    N/A			UB3P2791512213G	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
							E.L. EACH ACCIDENT	\$1,000,000	
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Products Liability			N220H380021 Claims Made	12/01/2022	12/01/2023	Aggregate Limit	\$10,000,000	
							Agg Deductible	\$150,000	
							Per Occ Comp/Op	\$10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Coverage. RE: All Bound Tree warehouse locations are covered. Facility addresses: 481 Airport Industrial Drive, Suite 101, South Haven, MS 38671; 2243 N. Plaza Drive, Visalia, CA 93291; 3221 E. Arkansas Lane, Suite 145, Arlington, TX 76010; 7320 Kingspointe Parkway, Suite 580, Orlando, FL 32819-6548; 1605 Zeager Road, Elizabethtown, PA 17022; 1420 Lakeside Pkwy., Suite 105, Flower Mound, TX 75208.

### CERTIFICATE HOLDER

Bound Tree Medical, LLC  
 5000 Tuttle Crossing Blvd.  
 Dublin OH 43016 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

Holder Identifier :

570101190852

Certificate No :





# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bound Tree Medical LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  P  </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>5000 Tuttle Crossing Blvd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dublin, OH 43016</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="12" style="text-align: center;">or</td> </tr> <tr> <td colspan="12" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number														or												Employer identification number												3	1		-	1	7	3	9	4	8	7	
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Employer identification number																																																			
3	1		-	1	7	3	9	4	8	7																																									

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ <u>Michael Root</u>	Date ▶ <u>01/03/2023</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# YOUR **TRUSTED** PARTNER

- ✓ FIND thousands of emergency products from leading manufacturers
- ✓ SHOP Class II & IV drugs, non-narcotic drugs and other pharmaceuticals
- ✓ GET the best value on the items you use most with Curaplex®
- ✓ SOLVE everyday challenges with pre-assembled Curaplex® Kits
- ✓ ACCESS 24/7 Emergency Disaster Support
- ✓ EARN Free CEUs at Bound Tree University
- ✓ ADVOCATING on your behalf to Congress, FEMA and HHS



**Bound Tree**

**BOUNDTREE.COM**





**NAVIGATING EVERY DAY CARE**

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



Innovative New Products

**PRE-ASSEMBLED KITS**  
[learn more »](#)

**SHOP MONTHLY DEALS**  
[see savings »](#)

**NEW CATALOG**  
[view online »](#)

**Kitting Solutions »**



**Airway/Oxygen Delivery »**  


**Diagnostics »**  


**Infection Control »**  


**Trauma/Wound Care »**  


**Instruments/Personal Items »**  


**IV/Drug Delivery »**  


**Immobilization »**  


**Monitoring/Defibrillation »**  


**SHOP ALL CURAPLEX® PRODUCTS »**



# kitting advantage.

**Curaplex® kits solve a variety of your everyday challenges.**

Spend less time worrying about the details and more time focusing on patient care with Curaplex® pre-assembled kits. Our color-categorized kits were developed with input from EMTs, and are built using ISO-certified processes.



### **faster response**

Grab a kit and go without hassle.



### **simplified ordering**

Order one item, not multiple items.



### **consistent care**

Ensure protocol adherence among your agency.



### **lower risk**

Prevent cross-contamination with tamper-proof packaging.



### **superior quality**

Guarantee quality with ISO 13485 certification.



### **easier tracking**

Easily track Curaplex Kits with the Unique Device Identifier (UDI).

## Think you can't afford Inventory Management?

**THINK AGAIN!**

The EMS industry has faced numerous challenges during COVID-19, and supply chain uncertainty is no exception. Rush buying, stock outs, price volatility and changes in guidance require agencies to understand their inventory situation now more than ever.

Bound Tree Inventory Management Solutions from UCapIt, Operative IQ and ESO provide the visibility that is critical to EMS agencies. Improve workflow, take control and monitor trends in real time with Bound Tree Inventory Solutions.



### Controlled Medical Supply

Think 24/7 supply officer at any given location! UCapIt provides the ability to restock units 24/7 and it has real-time usage and inventory tracking.



### Operations Management Software

Operative IQ is a web-based operations management software that can streamline your operation, improve productivity and save money!



### ESO Inventory

Spend less time getting ready and more time being ready. Take control of your EMS inventory with refreshingly simple software.



**Ask your Bound Tree Account Manager for a demo today.**



## THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



### VAWD Certified State and Nationally Licensed

Several of Bound Tree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



### Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

[www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm](http://www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm)



### Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: [e222.boundtree.com](http://e222.boundtree.com)

For more information about CSOS please visit: [www.deaecom.gov](http://www.deaecom.gov)

*Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.*



800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

Bound Tree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With Bound Tree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.

**Bound Tree Medical (BTM)** is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.



## Nationwide stats and facts

- **Strategically located** to service 98% of our customers within two days.
- **Over 30,000** customers serviced.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.
- **Over 1 million** packages shipped annually.
- **20 million lbs.** of medical supplies shipped in 2020 and 2021.
- **10 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.



**BOUND TREE MEDICAL**

5000 Tuttle Crossing Blvd

Dublin, OH 43016



800.533.0523



BOUNDTREE.COM

## Fast facts

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- **Headquarters** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

## Operationally ready

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- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, IN) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Live Operator Emergency Disaster Hotline** to provide support for emergency medical supplies during the pandemic and other natural disasters

## Solutions that matter

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- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.
- **Leading provider of STOP THE BLEED® Kits** for emergency providers to act quickly to treat excessive bleeding and save lives.



## Current situation.

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- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the “Tip of the Sword” during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

## Advocating for EMS.

---

- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as “Voice of EMS” for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

## How Congress can help.

---

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree’s efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of “short expiration dates.”
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America’s Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.





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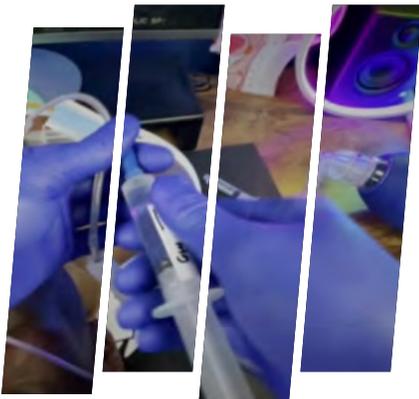
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## **FEATURES AND BENEFITS**

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## Agenda Report

25-503

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on Award of Purchase Orders to Stryker Corporation for Emergency Medical Services Equipment and Related Services for the Fire Department

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The Santa Clara Fire Department (Fire Department) responded to 11,086 calls for service in 2024, of which 79% were medically related. For calls involving patient medical care, emergency personnel utilize defibrillators to monitor cardiovascular function and automatic chest compression devices (ACCDs) to perform hands-free cardiopulmonary resuscitation (CPR). They also use gurneys and gurney-loading systems to safely transport patients into ambulances.

The Fire Department is part of the Santa Clara County Local Emergency Medical Services Agency (LEMSA) and regularly interfaces with County-contracted ambulance providers. Most Santa Clara County Emergency Medical Services (EMS) agencies, have standardized Stryker medical equipment, including, not limited to:

- Automatic chest compression devices (ACCDs) for more effective cardiopulmonary resuscitation
- Patient gurneys and gurney-loading systems to help prevent back injuries
- Automatic defibrillators for cardiac monitoring and telemetry

Additionally, Stryker automated external defibrillators (AEDs) are installed throughout the City for use in cardiac emergencies.

To maintain operational consistency and ensure interoperability with County EMS providers, the Fire Department has adopted Stryker equipment as the standard across all response apparatuses. Standardization allows for greater familiarity and competency among emergency personnel and ensures continuity of patient care throughout the EMS system. The Fire Department's existing cache of Stryker equipment includes, ACCDs, patient gurneys and gurney loading systems, and automatic defibrillators.

#### DISCUSSION

To support EMS operations and maintain equipment standardization, staff recommends issuing Purchase Orders (POs) to Stryker for EMS equipment. In 2024, Stryker was awarded an agreement through a bid process conducted by Eagle County Health Service District in Colorado. The agreement is effective through November 8, 2029, if all option terms are exercised (Attachment 1). The City is leveraging the pricing, scope of services, and contract term of the Stryker agreement with

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Eagle County Health Service District. The City's Purchase Order Terms and Conditions will apply to the purchases with Stryker.

Under Santa Clara City Code Section 2.105.270(d), the City may, without observing formal bidding requirements, "contract directly with a vendor at a price and on terms obtained through a competitive bidding process of another public agency, even if the City has not joined with the public agency in such competitive process of purchase." The Purchasing Division Manager has reviewed the solicitation and determined that the process meets or exceeds the City's competitive bidding standards.

Under the Eagle County agreement, Stryker offers discounts ranging from 8% to 40% off the current list prices. The Fire Department anticipates expenditures of approximately \$544,596 during the initial term, which runs through November 8, 2027, and approximately \$375,548 over two option years, for a total compensation of \$920,144 through November 8, 2029.

### **ENVIRONMENTAL REVIEW**

The adoption of an ordinance of general policy or procedure/purchase of supplies 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

### **FISCAL IMPACT**

The total aggregate not-to-exceed maximum compensation for the purchase orders is \$920,144, including \$544,596 for the initial term through November 8, 2027, and \$375,548, for the options to extend the term through November 8, 2029, subject to budget appropriations.

Sufficient funding is available in the FY 2025/26 and FY 2026/27 Adopted Budget in the Fire Department for the initial term of the purchase order. Additional funding for the potential option period would need to be factored into future budgets and would be subject to the annual appropriation of funds.

### **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**

Authorize the City Manager or designee to issue Purchase Orders to Stryker Corporation, under the Eagle County Health Service District contract, through November 8, 2029, for a total maximum amount not-to-exceed \$920,144 for the purchase of emergency medical services equipment and supplies, subject to appropriation of funds and review and approval as to form by the City Attorney.

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

**Attachments**

1. Eagle County Health Service District/Stryker Agreement and Bid Document



EAGLE COUNTY  
PARAMEDIC SERVICES



Public Safety Association Inc  
WORKING FOR YOU



## **AGREEMENT**

This Agreement is effective November 8, 2024, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and Stryker Sales LLC, through its Medical Division. (the “Supplier”).

### RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2024-06 (“RFB”), soliciting bids for the supply and support of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

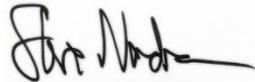
### AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 22, 2024 and August 29, 2024, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales LLC, through its Medical Division” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2027.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2024.

Eagle County Health Service District  
dba, Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

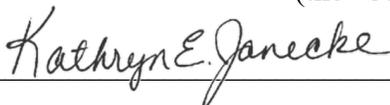
Printed Name: Steve Vardaman  
Its: Operations Manager

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

Stryker Sales LLC, through its Medical Division  
(the "Supplier")

By: 

Printed Name: Kathryn Janecke

Its: Sr. Director, Commercial Operations



**COVER PAGE**  
**Eagle County Health Service District**  
**Request for Bids (RFB)**

**Host Public Agency:** *Eagle County Health Service District*  
**Marketing Agencies:** *Savvik Buying Group and Public Safety Association Inc*

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's and Savvik Buying Group's cooperative purchasing programs. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as those available to Participating Public Agencies through PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and PSAI waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing

**Bids will be awarded by subcategory in this overall RFB. Please bid all subcategories that apply to your company.**

Specifications for: Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing (the "**Products**")

Contract Term: This contract is targeted to begin on or after November 8, 2024, and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

Deadline for Submission of Bids: Thursday, October 10, 2024, prior to 11:00 AM CST

Submit Bids To: Public Safety Association Inc.  
 c/o Eagle County Paramedic Services  
 56 33rd Ave S, PMB 347  
 St Cloud, MN 56301



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## **Organization Profile**

### **GENERAL INFORMATION**

#### **Introduction**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing.

Eagle County Paramedic Services intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFB will be administered by Public Safety Association Inc., in partnership with Savvik Buying Group.

This Request For Bid (RFB) is issued on behalf of Eagle County Paramedic Services by the Public Safety Association Inc., which is the sole point of contact for the Eagle County Paramedic Services during the procurement process.

Public Safety Association Inc.

Public Safety Association Inc. (herein "PSAI") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

#### **National Sponsors**

PSAI is jointly sponsored and supported by Savvik Buying Group. Savvik Buying Group will manage all aspects of the award.

#### **Participating Public Agencies**

Today more than 16,000 public agencies belong to the PSAI and its partners contracts and suppliers to procure products and services annually.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Eagle County Paramedic Services, Colorado is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in Exhibit A of this RFB.

#### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Eagle County Paramedic Services and PSAI are committed to utilizing the Master Agreement. PSAI shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide and internationally.

### **Marketing Support**

PSAI provides marketing support for each Supplier's products through the following:

EMS Services, Municipalities, Fire Departments, Law Enforcement Schools and Universities, Hospitals, training facilities, post-acute facilities, nursing homes, health departments, prisons, developmental centers, and other Public Safety services.

Administrative and marketing personnel that directly promote the PSAI to Participating Public Agencies through public agency meetings, email, national publications, annual meetings, Higher Education and State Associations.

### **Marketplace**

PSAI will utilize the Savvik Buying Group online Marketplace, which gives Participating Public Agencies the ability to purchase from many PSAI contracts directly from the Savvik website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

### **Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. **Bids will be awarded by subcategory in this overall RFB. Please bid all subcategories that apply to your company.**

### **Evaluation of Proposals**

Proposals will be evaluated by Eagle County Paramedic Services and PSAI in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

PSAI Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request For Bid and provides the best overall value will be eligible for a contract award. PSAI reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

### **Scope of the Project**

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing on behalf of all public safety services, local governments, school districts, training facilities, post-acute facilities, nursing homes, health departments, prisons, developmental centers, higher education in the United States of America, other governmental agencies, and nonprofit organizations.

## **Requirements for System:**

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

### **1. Monitoring & Defibrillation**

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

### **2. Automated External Defibrillators**

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time\_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that\_automatically evaluates patient ECG or shockable/non-shockable rhythms.

- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

### **3. Cardiac Monitors/Defibrillators**

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO<sub>2</sub>) wave form capable
- Pulse Oximetry (SpO<sub>2</sub>)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

### **4. Automated CPR Devices**

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM  
COMPRESSIONRATE: 102 ±2 compressions per minute
- COMPRESSION DEPTH: 2.1± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
  - Automatic fine-tuning of suction cup's contact to chest when setting the start position

- Automatic adjustment of compression force and depth to individual chest stiffness
- Holes in back plate allow for strapping and securing onto transportation device
- Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

## 5. **Ventilators**

### Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO<sub>2</sub>.
- Facility to Measure and display:
  - Status indicator for ventilator mode.
  - Battery indication.
  - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
  - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
  - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
  - Inspiratory Pressure (up to 80 cm of H<sub>2</sub>O)
  - Respiratory rate 1 to 80 bpm.
  - Apnea back up rate.
  - CPAP/PEEP
  - Pressure support.
  - FiO<sub>2</sub>
  - Pause Time
  - Pressure & flow Trigger
  - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
  - Airway Pressure (Peak & Mean).
  - Tidal volume (Inspired & Expired).
  - Minute volume (Inspired & Expired)
  - Respiratory mechanics.

- Spontaneous Minute Volume.
  - Total Frequency.
  - F102 dynamic.
  - Intrinsic PEEP.
  - Plateau Pressure.
  - Resistance & Compliance.
  - Use selector Alarms for all measured & monitored parameters.
  - Occlusion Pressure.
  - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
    - Assist /control.
    - Volume Control.
    - Pressure control.
    - Pressure support.
    - SIMV with pressure support (Pressure and volume control).
    - PEEP.
    - Inverse ratio Ventilation.
    - Non-invasive ventilator- BIPAP, CPAP.
    - Apnea Ventilation, User selectable, volume & pressure control.
    - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
    - Should have inbuilt exhalation filter.
    - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
    - Should have compatibility with existing central pipe line.
  - Standard Accessories along with:
    - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
    - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
      - age- 4set each.
    - ET tube cuff pressure monitor and HME filter - 10.

#### **6. Video Laryngoscopes**

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

#### **7. Other Medical Devices not listed in Bid**

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

#### **8. Training and Accessories**

- Training and Accessories for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices

- Ventilators
- Video Laryngoscopes

**9. Extended Warranties, Services and Financing**

- Extended Warranties for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices
  - Ventilators
  - Video Laryngoscopes
  - Service Contract
  - Finance and Leasing Programs

**Objectives**

- A. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Comply with all federal and state statutes relative to providing quality products and services.

**General Definition of Products and/or Services**

- A. Related Products and Solutions – Additional related products, services or solutions offered by Supplier.

- a. Definitions

The following definitions are used throughout the RFB.

- **Eagle County Paramedic Services** means Eagle County Paramedic Services
- **Contracting Agent** means Eagle County Paramedic Services, Colorado
- **Eagle County Paramedic Services Agency** means Department /Division utilizing the service or product
- **Managing Agent** means Public Safety Association Inc.
- **Proposer/vendor/supplier** means a firm submitting a proposal in response to this RFB.
- **Contractor** means proposer awarded the contract.
- **Participating Public Agency “PPA”** is a public entity that elects to utilize the Master Agreement.

- b. Clarification of the specifications

All inquiries concerning this RFB must be directed to the person indicated on the cover page of the RFB Document. (electronic mail is the preferred method)

Any questions concerning this RFB must be submitted in writing by mail, fax or e-mail on or before the stated date on the Calendar of Events (Attachment 2, Section 7.0) (Also referred to in this section).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFB document.

Mailing Address:

Public Safety Association Inc.  
c/o Eagle County Paramedic Services  
56 33<sup>rd</sup> Ave S, PMB 347  
St. Cloud, Minnesota, 56301

Proposers are prohibited from communicating directly with any employee of Eagle County Paramedic Services, except as described herein. No Eagle County Paramedic Services employee or representative other than those individuals listed as Eagle County Paramedic Services contacts in this RFB is authorized to provide any information or respond to any question or inquiry concerning this RFB. Communications must be with the Managing Agent.

c. Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on [www.publicsafetyassociation.org](http://www.publicsafetyassociation.org)

It shall be the responsibility of the proposers to regularly monitor the PSAI website for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFB Cover Page / Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

d. Calendar of Events

Listed below under Attachment 2, Section 7.0 are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the Eagle County Paramedic Services. In the event that the Eagle County Paramedic Services finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting such supplement on the PSAI web site

at [www.publicsafetyassociation.org](http://www.publicsafetyassociation.org). There may or may not be a formal notification issued for changes in the estimated dates and times.

**NOTICE REGARDING NATIONWIDE SALES POTENTIAL**

PSAI is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Colorado, but throughout the country, we strongly urge you to participate in the process at the corporate level.

There is considerable potential sales value because PSAI is being used not only in the State of Colorado, but NATIONWIDE. This means that PSAI contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an PSAI contract would enhance your competitive position in the government marketplace and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the PSAI staff member listed on the cover of this Invitation for additional information.

## STANDARD CONTRACT TERMS AND CONDITIONS

### 1.0 **Basic Agreement.**

- 1.1 The Contract contemplated under this RFB will require the successful Bidder to provide PSAI Members with the Products in accordance with these Contract Terms and Conditions, and the **Special Terms and Conditions** document, attached as Attachment 1. In exchange, upon Contract award, PSAI will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are "**PSAI Purchases**", subject only to the limits outlined below in Section 4.
- 1.3 Bids will be accepted and evaluated, and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.

2.0 **Contract Term.** The "**Contract Term**" shall be 36 months, beginning upon the execution of the Contract Award by both parties, the "**Contract Award Date.**" The Contract Term may be extended for a period of 24 months, the "**Extension Term**", through written agreement of the parties.

### 3.0 **Contract Pricing.**

- 3.1 **Most Favored Customer Price.** Eagle County Paramedic Services and PSAI encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.
- 3.2 **Price Reduction Clause.**
  1. If during the Contract Term, Bidder sells the same Products to any agency or group of agencies at prices below those offered by Bidder in a *single* unit quantity under this Contract, then Bidder agrees to immediately extend such lower prices to PSAI for future PSAI Purchases in accordance with this Section.

**Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.**

2. A price reduction shall apply to PSAI Purchases under this Contract if, during the Contract Term, the Bidder—
  - 3.2.2.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
  - 3.2.2.2 Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which this Contract was predicated.
3. The Bidder agrees to offer the price reduction to PSAI with the same effective date, and for the same time period, as extended to the other customers.
4. The Bidder may offer PSAI a voluntary price reduction at any time during the Contract Term.

5. The Bidder shall notify PSAI of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. Bidder's report must include an explanation of the conditions under which the reductions were made.
6. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
7. This Price Reduction Clause does not apply to volume discount pricing detailed elsewhere in this RFB.

### **3.3 Price Escalation Clause.**

1. Pricing on the Products shall be held firm for the Contract Term.
2. Notwithstanding the limitation in Section 3.3.1, beginning in the thirteenth month of the Contract Term, Bidder may increase the price of the Products once every twelve months if the Bidder can show evidence of corresponding price increases from its manufacturers.
3. Written approval from PSAI is required for all increases in Product pricing. Bidder must submit to PSAI its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. PSAI agrees to review and respond to Bidder's request within 30 days after receipt.

### **3.4 Payment Clause.**

1. Bidder will negotiate payment process and terms directly with PSAI Members.
2. Agencies that are choosing to do financing may add an additional line to quote for financing charges or the agency can incorporate the financing charges into the cost of the products.

## **4.0 PSAI Purchases and the Contract Management Fee**

- 4.1 Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**PSAI Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by PSAI Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") are excluded from the definition of PSAI Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide PSAI with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("**Existing Member Contract List**"). PSAI will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and PSAI. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee.
- 4.3 The "**Contract Management Fee**" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by PSAI no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

## **5.0 Reporting Requirements**

### **5.1 Purchase Volume / Sales Reports.**

1. Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery

may be unavailable at that time and requests that delivery dates be reported when they are known.

2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15<sup>th</sup> day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15<sup>th</sup> of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:

- PSAI Member Number
- Service Name
- City
- State
- Invoice\_Number
- Invoice\_Date
- Item\_Number
- Item\_Description
- Quantity
- Unit\_Price
- Ext\_Price
- PSAI Contract Management Fee

3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.

- 5.2 **Additional Reports.** Bidder agrees to comply with reasonable requests made by PSAI and its Members for additional reports.

- 6.0 **Non-Mandatory Contract.** PSAI does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Principal Procurement Agency and PSAI or set forth in this RFB.

- 7.0 **Delivery and Logistics.** Details related to the date, time, and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.

- 8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "**Accepted**" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.

- 9.0 **Technical Support.** With each PSAI Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.

- 10.0 **Warranty.** Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.

- 11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.

- 12.0 **Bid Surety**

- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check, or surety bond; made payable to the "Public Safety Association Inc. c/o Eagle County Paramedic Services"; and conditioned upon PSAI awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.
- 12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.
- 13.0 **Audit.** Bidder agrees to retain all books, records and other documents relative to the Contract (the "**Contract Documents**") for 5 years after the Contract Term ends, or until audited by PSAI, whichever is sooner. Bidder agrees to grant PSAI and its authorized agent's full access and the right to examine the Contract Documents.
- 14.0 **Conflicts of Interest.**
- 14.1 Bidder covenants that, to the best of its knowledge, no employee, officer, or board member of PSAI presently has any financial interest in Bidder.
- 15.0 **Contract Administrators and Key Personnel.** Bidder shall notify PSAI in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.
- 16.0 **Subcontractors.** PSAI reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.
- 17.0 **Quality Assurance Program**
- 17.1 Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.
- 17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.
- 18.0 **Compliance with Law and Regulation.**
- 18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.
- 18.2 Bidder understands that many of PSAI's Members are government agencies subject to federal, state, and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.
- 18.3 RFB and award process will follow the Code of Federal Regulation standards identified in [§§ 200.317](#) through [200.327](#). Vendor awardees are required to follow [Section 503 of the Rehabilitation Act of 1973](#). Member's purchase that are using Federal Grant Funds must follow [Appendix II to Part 200](#), Title 2, if applicable.

## 19.0 **Promotion and Publicity**

- 19.1 **PSAI Website Promotion.** Bidder agrees to provide PSAI with a technical information packet related to the Products via email, and PSAI agrees to post the information to its main and Members-only websites. PSAI will be sharing this contract award with Savvik Buying Group for secured publication to Savvik members. PSAI will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or alterations to the technical information packets and provide updated packets to PSAI as necessary. The information packet must be approved by PSAI. PSAI may make the Products included in Bidder's bid proposal made available to its Members for purchase at PSAI's online PSAI Store or PSAI Partners Store. Bidder agrees to provide all support and data necessary to make the Products available for purchase at the PSAI Store.
- 19.2 **Trade Shows; Signage.** If Bidder attends trade shows of any type, in any state where Members are located, Bidder agrees to exhibit the Products and promote PSAI and Savvik and this Contract. Bidder agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Public Safety Association Inc."
- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the PSAI or Savvik logo and link to the PSAI or Savvik website. Prior to posting such information, Bidder agrees to allow PSAI or Savvik an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, PSAI or PSAI Members in any advertising or publicity without first obtaining written permission from PSAI and individual Member concerned.

20.0 **Sales Calls.** Bidder agrees to conduct planned visits to PSAI Members to explain the Contract, communicate the savings, and promote the relationship between PSAI and Bidder.

21.0 **Financial Condition.** Bidder agrees to provide written notification to PSAI of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.

## 22.0 **Default**

- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
- (1) Failure to pay the Contract Management Fee;
  - (2) Violation of the Contract Pricing terms in Section 3;
  - (3) Failure to file complete and timely submit sales reports;
  - (4) Provision of Products that do not conform to Contract specifications; and
  - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **PSAI Remedies.** Upon the occurrence of a Bidder Default, PSAI has the right to terminate the Contract, subject to the Cure Period detailed below. PSAI also has the right to deem the Bidder "non-responsible" and ineligible to bid on or perform under PSAI contracts for a period of 3 years. PSAI may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **PSAI Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**PSAI Default**") by PSAI under the Contract:
- (1) Failure to offer the Contract to Members; and
  - (2) Other acts or omissions by PSAI in violation of the terms of this Contract.

- 22.4 **Bidder Remedies.** Upon the occurrence of a PSAI Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.
- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.
- 24.0 **Contract Documents; Order of Precedence**
- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Bidder Worksheet; (5) Attachment 4 – Product Specifications and Pricing Worksheet (6) Attachment 5 – Designation of Confidential and Proprietary Information (7) Attachment 6 – Supplier Worksheet for National Program Consideration (8) Attachment 7 – Cost / Financial Proposal (9) Form 1 – Core Bid Items Pricing
- 24.2 The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.
- 24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.
- 24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by PSAI in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of PSAI.
- 26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.
- 27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.
- 28.0 **Waiver of Liability.** The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by PSAI Members.

**Attachment 1 – Special Terms and Conditions**

**Attachment 2 – Bid Requirements**

**Attachment 3 – Bidder Worksheet**

**Attachment 4 – Product Specifications and Pricing Worksheet**

**Attachment 5 – Designation of Confidential and Proprietary Information**

**Attachment 6 – Supplier Worksheet for National Program Consideration**

**Attachment 7 – Cost / Financial Proposal**

**Attachment 8 – Product Specific Requirements**

**Form 1 – Core Bid Items Pricing**

**Exhibit A – Eagle County Paramedic Services and Public Safety Association Inc.  
– National Cooperative Contract**

**Exhibit B – Eagle County Paramedic Services and Public Safety Association Inc.  
– Cooperative Purchasing Agreement**

**Exhibit C – Eagle County Paramedic Services – Principal Procurement Agency Certificate  
– Principal Procurement Agency Certificate**

## ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

### 1.0 **Contract Management Fee.**

The Contact Management Fee will be three percent (3%) of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

**Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.**

- 2.0 **Bid Surety.** The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable, without conditions, to "Public Safety Association Inc. c/o Eagle County Paramedic Services," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Thursday, October 10, 2024, prior to 11:00 AM CST, at mailing address is listed on cover page. Scanned and e-mailed copy with submission is acceptable. Scan and e-mail a copy of Bid Surety to: [office@publicsafetyassociation.org](mailto:office@publicsafetyassociation.org) or place in Dropbox link at <https://www.dropbox.com/request/Nr7p2Zt1AN6jqei94n4V>.

### 3.0 **Technical Requirements.**

#### 3.1 Technical Requirements

- 3.1.1 The Products and Services to be furnished under this contract shall be the manufacturers current type and class specified. The Products and Services shall be complete with operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the Products and Services to function reliably and efficiently in sustained operation. The design of the Products and Services and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and accessories.
- 3.1.2 The completed Products and Services and components shall comply with all Federal standards and regulations.
- 3.1.3 Where minor details of construction and materials are not specified, Bidder shall supply only the best of such materials and design and construct any such unspecified parts in accordance with the best interests of the PSAI. All materials used in the Products and Services furnished shall be guaranteed to be new and of current manufacture.

#### 3.2 Technical Support

- 3.2.1 Technical service and/or support shall be provided by the vendor and shall be available 24 hours per day, 365 days per year via a toll free number. Any software updates shall be made available to PSAI members at no cost.

- 3.3 Parts/Service Availability
  - 3.3.1 Bidder shall provide a list of service centers in the United States authorized to perform warranty and repair work. Where a local sub-contractor(s) is utilized, Bidder shall provide the name, address, and telephone number of said contractor(s) with Proposal.
  - 3.3.2 Bidder must develop and provide written procedures that address how to request completion of warranty work. Written procedures and all necessary paperwork needed to be submitted shall be included with Bidders Proposal.
  - 3.3.3 To ensure a continuous supply of repair parts and service for the Products and Services furnished under this contract, the Bidder agrees to maintain a source of parts (at its own facility or that of a sub-contractor) for a period of not less than five (5) years following the conclusion of said contract and/or model year of production.
  - 3.3.4 Bidder shall keep essential accessories and replacement parts in stock at all times to provide PSAI members quick turn around time (not greater than 48 hours from time of order to shipping).
  - 3.3.5 Where a local sub-contractor is utilized to provide the required parts and/or service the name, address and telephone number of such sub-contractor(s) shall be provided by Bidder in the Proposal.
- 3.4 Safety
  - 3.4.1 Bidder shall submit any and all documentation which pertains to safety and testing of the Products and Services.
- 3.5 Delivery
  - 3.5.1 Time is of the essence for delivery of the Products and Services under the terms of this contract. Delivery shall be made by the Bidder within thirty (30) days after receipt of order (ARO).
  - 3.5.2 If bidder is unable to meet the thirty (30) day delivery schedule, a letter of explanation must be submitted to PSAI and PSAI member within 24 hours after the date of execution.
  - 3.5.3 Bidder shall furnish and deliver the specified Products and Services, complete including all options and ready to use, F.O.B. PSAI member, at the member specified address and time, no charge to PSAI.
  - 3.5.4 Delivery shall be defined as delivery of the Products and Services to the PSAI member, which is operational to the satisfaction of the PSAI member.
  - 3.5.5 Upon delivery of the Products and Services, PSAI members shall be allowed to conduct visual and/or physical inspections to determine the Products and Services compliance with specifications prior to acceptance.
  - 3.5.6 If defects or omissions are discovered during inspections, the PSAI or PSAI member may:
    - (1) Refuse acceptance of the Products and Services.
    - (2) Require Bidder to remove the Products and Services from the PSAI member premises at its own cost to make the necessary corrections.
  - 3.5.7 PSAI member and Bidder representative shall complete warranty information for mailing or processing.
- 3.6 Training
  - 3.6.1 Bidder shall provide a professionally conducted training session for the PSAI member personnel (or their designee) to instruct them as to the proper operation, maintenance and repair of the Products and Services.
  - 3.6.2 Supplier shall train the PSAI member personnel (or their designee) in the most efficient methods of troubleshooting, maintaining and repairing the Products and Services and any auxiliary items.

3.6.3 All training shall be provided at no additional cost to the PSAI or its members (or their designee) and shall be provided at a time and location specified by the PSAI member.

3.7 Inspection/Testing

3.7.1 In order to determine that the proposed Products and Services conform to the specifications, PSAI reserves the right to test and/or inspect Products and Services. Other tests and measurements may be performed at the discretion of PSAI.

3.7.2 It shall be understood and agreed by and between the parties hereto that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall relieve Bidder of its obligation to supply satisfactory Products and Services which conform to the specifications, as shown by any test or inspections for which provision is herein otherwise made.

4.0 **Warranty on asset based purchases**

4.1 A statement must be submitted with each Bid, which certifies that the successful Bidder shall provide a warranty as part of the final Contract which offers the same or greater assurances as those specified below and further that the manufacturer and successful Bidder shall be jointly and severally liable under said warranty.

4.2 Warranties must be signed and notarized by an officer of the manufacturer and under no circumstances will the signature of a salesman or agent be acceptable.

4.3 Bidder hereby warrants for a minimum of two (2) years from the date the PSAI Members place the Products in service, that it will, at its own expense and without any cost to PSAI members, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost, the longer period shall prevail.

4.4 A non-use charge payable to PSAI member in the amount of \$50.00 per diem for any Product which is covered under warranty and is not available for emergency medical service for a period in excess of twenty (20) calendar days following the Bidder's receipt of adequate notice from Savvik member as described herein.

5.0 **Insurance.** Bidder may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Public Safety Association Inc.

5.1 Unless otherwise stipulated, Bidder/Contractor must have the following insurance and coverage minimums:

5.1.1 General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

5.1.2 Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

5.1.3 Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to PSAI.

5.1.4 Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

5.2 Original Insurance Certificates must be furnished to PSAI on request, showing Bidder/Contractor as the insured and showing coverage and limits for the insurances listed above.

5.3 If any Product(s) or Service(s) will be provided by parties other than Bidder/Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by PSAI, a separate insurance certificate must be submitted for each such party.

5.4 PSAI reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

6.0 **Delivery and Logistics.** Deliveries shall be made as called for within thirty (30) business days of the receipt of order unless specified differently elsewhere in this Contract.

7.0 **Return of Products.**

7.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.

7.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.

7.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.

7.4 All returns will result in a credit of management fee from PSAI back to Bidder.

## ATTACHMENT 2 – BID REQUIREMENTS

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

### 1.0 General Instructions to Bidders

- 1.1 **Bids as Offers.** Each Bid submitted in response to this RFB will constitute an offer by Bidder to provide the Products to PSAI Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate PSAI to pay any costs that Bidder incurs in the preparation of its Bid or the contract. All costs associated with preparation of a Bid or contract in response to this RFB will be borne solely by the Bidder.
- 1.3 **Use and Ownership of Bids.** All Bids shall become the property of Eagle County Paramedic Services and PSAI and both retain the right to disclose bids to its Members.
- 1.4 **PSAI Right to Change RFB.** Prior to contract award PSAI reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. PSAI will notify bidders of RFB changes using the method determined by PSAI to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Eagle County Paramedic Services or PSAI employee, or Eagle County Paramedic Services or PSAI workgroup member, except as provided herein.
- 1.6 **Bidder's Questions & Requests for Clarification.** All questions regarding this RFB should be emailed to [office@publicsafetyassociation.org](mailto:office@publicsafetyassociation.org). PSAI will provide written responses to Bidder questions.

### 2.0 Bid Preparation Instructions

- 2.1 Include the following information on the outside of the Bid:
  - (1) Bidder Name and Address
  - (2) RFB Title
- 2.2 Complete and sign the **Bidder Certification Form** on the **Cover Sheet**.
- 2.3 Complete and sign the **Bidder Worksheet** on **Attachment 3**.
- 2.4 Complete and sign the **Product Specification and Pricing Sheet** on **Attachment 4**.
- 2.5 Complete and sign **Designation of Confidential and Propriety Information** on **Attachment 5**
- 2.6 Complete and sign **Supplier Worksheet for National Program Consideration** on **Attachment 6**
- 2.7 Complete **Cost / Financial Proposal** on **Attachment 7**
- 2.8 Complete Forms 1
- 2.9 Include copy of **Bid Bond/Surety**
- 2.10 Included copy of **Certificate of Insurance**

### 3.0 Bid Format. Bids may be submitted by email or in hard copy form.

- 3.1 **Electronic submission.** All Bids submitted electronically to <https://www.dropbox.com/request/Nr7p2Zt1AN6jqei94n4V> or by email sent to [office@publicsafetyassociation.org](mailto:office@publicsafetyassociation.org) with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format. Bid pricing sheet should be submitted in Excel.
- 3.2 **Hard copy submissions.** All hard copy Bids must be submitted in sealed envelopes with the name and the address of the Bidder and the title of the project on the exterior of the package, along with the words "BID ENCLOSED". Bid envelopes must contain one hard copy and one electronic copy of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe

Acrobat format. A complete listing of bid products must also be included in an Excel or CSV file using the provided PSAI template.

- 4.0 **Signatures.** Bids that are not signed by the individual making them must be accompanied by a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- 5.0 **Withdrawal of Bids.** Bids may be withdrawn prior to the Bid due date provided that:
- 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by PSAI by the time and date specified for Bid due date, or
- 5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.
- 6.0 **Ownership.** Submitted Bids will be the property of Eagle County Paramedic Services and PSAI and will not be returned.
- 7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, August 22, 2024
Deadline for Submission of Questions	Before noon CST on Wednesday, October 9, 2024
Online Webinar Question & Answer Session	<p>Q&amp;A Session - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing</p> <p>Thursday, September 19, 2024, 10:00 – 11:00 AM, CST</p> <p>Join Zoom Meeting  <a href="https://us06web.zoom.us/j/87376124120?pwd=MWwY8M1bqyiuXMu4mbXXRWUNOnMgzz.1">https://us06web.zoom.us/j/87376124120?pwd=MWwY8M1bqyiuXMu4mbXXRWUNOnMgzz.1</a></p> <p>Meeting ID: 873 7612 4120            Passcode: 432675</p> <p>---</p> <p>One tap mobile            +13462487799,,87376124120#,,,,*432675# US (Houston)            +12532050468,,87376124120#,,,,*432675# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"> <li>• +1 346 248 7799 US (Houston)</li> <li>• +1 253 215 8782 US (Tacoma)</li> <li>• +1 669 900 6833 US (San Jose)</li> <li>• +1 312 626 6799 US (Chicago)</li> </ul>

	<ul style="list-style-type: none"> <li>• +1 929 205 6099 US (New York)</li> <li>• +1 301 715 8592 US (Washington DC)</li> </ul> <p>Meeting ID: 873 7612 4120 Passcode: 432675</p> <p>Find your local number: <a href="https://us06web.zoom.us/j/kqRgnz0Yg">https://us06web.zoom.us/j/kqRgnz0Yg</a></p>
Bid Due Date	Thursday, October 10, 2024, prior to 11:00 AM CST
Bid Opening	Thursday, October 10, 1:00 PM CST
Online Webinar Bidder Opening Location	<p>Bid Opening - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing</p> <p>Thursday, October 10, 2024, 1:00 PM – 2:00 PM (CST)</p> <p>Join Zoom Meeting <a href="https://us06web.zoom.us/j/84614251944?pwd=puETiI8yER0pEXWviZU2OB8WjCyhL4.1">https://us06web.zoom.us/j/84614251944?pwd=puETiI8yER0pEXWviZU2OB8WjCyhL4.1</a></p> <p>Meeting ID: 846 1425 1944 Passcode: 940743</p> <p>---</p> <p>One tap mobile +13462487799,,84614251944#,,,,*940743# US (Houston) +12532158782,,84614251944#,,,,*940743# US (Tacoma)</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"> <li>• +1 346 248 7799 US (Houston)</li> <li>• +1 253 215 8782 US (Tacoma)</li> <li>• +1 669 900 6833 US (San Jose)</li> <li>• +1 929 205 6099 US (New York)</li> <li>• +1 301 715 8592 US (Washington DC)</li> <li>• +1 312 626 6799 US (Chicago)</li> </ul> <p>Meeting ID: 846 1425 1944 Passcode: 940743</p> <p>Find your local number: <a href="https://us06web.zoom.us/j/kAUdA7HTg">https://us06web.zoom.us/j/kAUdA7HTg</a></p>
Contract Award	Contract is targeted to begin on, before or after November 8, 2024, and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the " <b>Contract Term</b> ").

8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must be available for acceptance for 90 days.

9.0 **Late Bids.** Late Bids will be deemed unresponsive and will be returned unopened.

10.0 **Rejection of Bids.** PSAI reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. PSAI will reject as nonresponsive Bids that contain material variances from the

specifications detailed herein. PSAI considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.

11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the PSAI Officers identified on the Cover Sheet.

12.0 **Evaluation of Bids**

12.1 It is PSAI’s policy to award contracts to the lowest responsive, responsible bidder or bidders. PSAI reserves the right to consider all elements in addition to cost in the selections of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.

12.2 **Responsive Bids**

12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:

<u>Description</u>	<u>Percent</u>
<b>General requirements (applicable)</b>	<b>40</b>
a. Products, services and solutions	
b. Organizational capabilities	
i. Company	
ii. Distributor Network Coverage	
iii. Marketing	
iv. Quality	
v. Administration	
vi. Financial Statements	
vii. Environmental	
viii. Additional Information	
c. Staff qualifications	
<b>Technical requirements (applicable)</b>	<b>20</b>
a. Service	
b. Ordering and delivery	
c. Fill Rates	
d. Returns	
e. Disaster plan	
f. Recalls	
g. Reporting	
<b>a. Cost</b>	<b>40</b>
<hr/>	
<b>TOTAL 100</b>	

12.2.2 PSAI reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy PSAI that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.

12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive

advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process of becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.

**13.0 Contract Award**

- 13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the PSAI.
- 13.2 PSAI reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 PSAI reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by PSAI are understood to be included in any contract.
- 13.4 PSAI shall award contract(s) for line items or groups of line items, at its sole discretion.

**ATTACHMENT 3 - BIDDER WORKSHEET**

**SUBMIT WITH RFB**

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
<b>1</b> Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
<b>2</b> Bidder certifies that, to the best of its knowledge, no employee, officer, or board member of PSAI presently has any financial interest in Bidder.		
<b>3</b> Bidder certifies that neither its organization nor its executives are currently suspended or debarred by the Federal government or any State or local government.		
<b>4</b> Bidder certifies that Bidder is not currently involved in any material litigation that could hinder Bidder’s ability to provide the Products to PSAI in accordance with the terms of this RFB.		
<b>5</b> Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

Provide the following information in your Bid and initial next to each piece of information provided.

**Initials**

**Required Information**

- \_\_\_\_\_ 1. Identify and provide detailed contact information (name, address, telephone number, fax number, and email address) for the following:
  - a. A single point of contact for all general matters pertaining to the Contract
  - b. A single individual responsible for payment of the Contract Management Fee
  - c. A single individual responsible for preparation of reports under the Contract.
  
- \_\_\_\_\_ 2. Organizational background, structure, and years in business.
  
- \_\_\_\_\_ 3. Submit names, qualifications, and years with company of sales team.
  
- \_\_\_\_\_ 4. Provide a minimum of 4 references with which you have done business in the past 12 months.
  
- \_\_\_\_\_ 5. Provide a brief summary highlighting your organization’s capacity:
  - a. Commitment to service
  - b. Past experience with PSAI and its Members
  - c. Coverage area
  - d. Service availability

- e. Customer communications
- f. Technical ability and competence
- g. Range of Products available
- h. Financial strength
- i. Compatible organizational philosophies

- \_\_\_\_\_ 6. Demonstrate you have the facilities, personnel, and equipment to expeditiously provide the Products and to provide the necessary ongoing support.
- \_\_\_\_\_ 7. Describe your warehouse and distribution system.
- \_\_\_\_\_ 8. Describe your policies and procedures documenting and resolving customer complaints.
- \_\_\_\_\_ 9. Describe your procedure for dissemination of new products and equipment and training in use of new products.
- \_\_\_\_\_ 10. Describe your emergency service procedure for after normal business hours.
- \_\_\_\_\_ 11. Describe your resources and methodology to provide service to the United States and Canada.
- \_\_\_\_\_ 12. Describe your repair services and availability of replacement parts.
- \_\_\_\_\_ 13. Describe your disaster plan to assure service is uninterrupted for any reason.
- \_\_\_\_\_ 14. Describe any additional services offered by your company.
- \_\_\_\_\_ 15. Provide a catalog or listing of your complete line of products that includes PSAI pricing for every item in the catalog.
- \_\_\_\_\_ 16. Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
- \_\_\_\_\_ 17. Document Bidder quality assurance program, including a document retention plan.
- \_\_\_\_\_ 18. Submit sample Purchase Volume Report.
- \_\_\_\_\_ 19. Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
- \_\_\_\_\_ 20. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation.**

It is the policy of some entities participating in PSAI to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
  - Respondent Certifies that this firm is a M/WBE **Yes or No**
- Historically Underutilized Business
  - Respondent Certifies that this firm is a HUB **Yes or No**

**Please include a copy(s) of your certification.**

**BIDDER CERTIFICATION**

I warrant that the foregoing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company Name & Address:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

**ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET  
SUBMIT WITH RFB**

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

**Product Pricing Certifications**

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
<b>1</b> Bidder certifies that the product prices included in its bid will be effective on the date of Contract Award.		
<b>2</b> Bidder certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses.		

**Product/Service Specifications for Each Subcategory**

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

**Monitoring & Defibrillation**

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

**Automated External Defibrillators**

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.

- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time\_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis\_system\_that\_automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

### **Cardiac Monitors/Defibrillators**

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO2) wave form capable
- Pulse Oximetry (SpO2)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

### **Automated CPR Devices**

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM  
COMPRESSIONRATE: 102 ±2 compressions per minute

- COMPRESSION DEPTH: 2.1± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
  - Automatic fine-tuning of suction cup's contact to chest when setting the start position
  - Automatic adjustment of compression force and depth to individual chest stiffness
  - Holes in back plate allow for strapping and securing onto transportation device
  - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

## **Ventilators**

### Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO<sub>2</sub>.
- Facility to Measure and display:
  - Status indicator for ventilator mode.
  - Battery indication.
  - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
  - Alarm setting.

- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
  - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
  - Inspiratory Pressure (up to 80 cm of H2O)
  - Respiratory rate 1 to 80 bpm.
  - Apnea back up rate.
  - CPAP/PEEP
  - Pressure support.
  - FiO2
  - Pause Time
  - Pressure & flow Trigger
  - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
  - Airway Pressure (Peak & Mean).
  - Tidal volume (Inspired & Expired).
  - Minute volume (Inspired & Expired)
  - Respiratory mechanics.
  - Spontaneous Minute Volume.
  - Total Frequency.
  - F1O2 dynamic.
  - Intrinsic PEEP.
  - Plateau Pressure.
  - Resistance & Compliance.
  - Use selector Alarms for all measured & monitored parameters.
  - Occlusion Pressure.
  - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
  - Assist /control.
  - Volume Control.
  - Pressure control.
  - Pressure support.
  - SIMV with pressure support (Pressure and volume control).
  - PEEP.
  - Inverse ratio Ventilation.
  - Non-invasive ventilator- BIPAP, CPAP.
  - Apnea Ventilation, User selectable, volume & pressure control.
  - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
  - Should have inbuilt exhalation filter.
  - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
  - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
  - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
  - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to

- age- 4set each.
- ET tube cuff pressure monitor and HME filter - 10.

**Video Laryngoscopes**

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

**Other Medical Devices not listed in Bid**

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

**Training and Accessories**

- Training and Accessories for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices
  - Ventilators
  - Video Laryngoscopes

**Extended Warranties, Services and Financing**

- Extended Warranties for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices
  - Ventilators
  - Video Laryngoscopes
  - Service Contract
  - Finance and Leasing Programs

**Product / Service Pricing**

- 1 Submit pricing for a base model for each Product and include pricing for all other models you would like to have as part of the RFB.
  - a. Bid your base model and list what options are included in the price.
  - b. Price and itemize list of all additional options that are not included in the base price.
  - c. Price and itemize list of all accessories available.
  - d. Price and itemize list of any training available.
  - e. Price extended warranty.

**BIDDER PRICING CERTIFICATION**

I warrant that the product pricing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company Name & Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

**ATTACHMENT 5 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION  
SUBMIT WITH RFB**

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

**Designation of Confidential and Proprietary Information**

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in article 74 section 7-74-102, Colorado State Statutes, or is otherwise material that can be kept confidential under the Colorado Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

Check mark :  This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

**Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade Secret definitions are found in article 74 section 7-74-102 in Colorado State Statutes

**In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The Eagle County Paramedic Services considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the Eagle County Paramedic Services harmless for any damages arising out of the release of any material unless they are specifically identified above.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 6 – SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION  
SUBMIT WITH RFB**

*RFB 2024-01 BILLING AND DISPATCH SOFTWARE, SERVICES AND SOLUTIONS*

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below.

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES \_\_\_\_\_ NO \_\_\_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 40 U.S. states?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- D. Did your company have sales greater than \$50 million last year in the United States?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting Eagle County Paramedic Services program contract?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- G. Does your company agree to respond to all agency referrals from Managing Agency within 2 business days?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with the Managing Agency to monitor program implementation progress?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- I. Will the Eagle County Paramedic Services program contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_\_\_ NO \_\_\_\_\_

**Submitted by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 7 – COST / FINANCIAL PROPOSAL  
SUBMIT WITH RFB**

*RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING*

<b>NAME OF FIRM:</b>	
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**Product Pricing**

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Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFB.

**BIDDER CERTIFICATIONS**

Bidder, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

**Non-Collusive Response**

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to the public response opening, either directly or indirectly, to any other Bidder or competitor.
- c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition

Additional Requirements for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing:

- 1. **CONTRACT FEE**  
Must include contract fee in pricing.
- 2. **FORCE MAJEURE**  
If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with PSAI.
- 3. **PERFORMANCE UNDER CONTRACT**  
PSAI is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:
  - a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
  - b. Insure that the representative timely monitors all communication modes listed above, and promptly

responds to communications from End Users and PSAI in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

- c. Maintain sufficient qualified staff to promptly process all communications from PSAI or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by PSAI, replace any staff members who are not providing the service and expertise deemed necessary by PSAI for acceptable support of End Users.
- e. Furnish, on request of PSAI, reasonable data, forms, and graphic material to be used in brochures or other print media, or on PSAI's website.
- f. Allow access to PSAI authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.

Purchase Volume / Sales Reports – Reporting Requirements:

1. Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume / Sales Report Template" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
  2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15<sup>th</sup> day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15<sup>th</sup> of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
    - PSAI Member Number
    - Service Name
    - City
    - State
    - Invoice\_Number
    - Invoice\_Date
    - Item\_Number
    - Item\_Description
    - Quantity
    - Unit\_Price
    - Ext\_Price
    - PSAI Contract Management Fee
  3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.
- g. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

## **PRICING, PRODUCT AND SERVICE SPECIFICATIONS, QUALITY AND SERVICE REQUIREMENTS**

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

### **Requirements for System:**

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

### **Monitoring & Defibrillation**

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

### **Automated External Defibrillators**

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time\_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.

- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

### **Cardiac Monitors/Defibrillators**

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO<sub>2</sub>) wave form capable
- Pulse Oximetry (SpO<sub>2</sub>)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

### **Automated CPR Devices**

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM  
COMPRESSIONRATE: 102 ±2 compressions per minute
- COMPRESSION DEPTH: 2.1± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression

- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
  - Automatic fine-tuning of suction cup's contact to chest when setting the start position
  - Automatic adjustment of compression force and depth to individual chest stiffness
  - Holes in back plate allow for strapping and securing onto transportation device
  - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

## **Ventilators**

### Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO<sub>2</sub>.
- Facility to Measure and display:
  - Status indicator for ventilator mode.
  - Battery indication.
  - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
  - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
  - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
  - Inspiratory Pressure (up to 80 cm of H<sub>2</sub>O)
  - Respiratory rate 1 to 80 bpm.
  - Apnea back up rate.
  - CPAP/PEEP

- Pressure support.
- FiO<sub>2</sub>
- Pause Time
- Pressure & flow Trigger
- Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
  - Airway Pressure (Peak & Mean).
  - Tidal volume (Inspired & Expired).
  - Minute volume (Inspired & Expired)
  - Respiratory mechanics.
  - Spontaneous Minute Volume.
  - Total Frequency.
  - F<sub>I</sub>O<sub>2</sub> dynamic.
  - Intrinsic PEEP.
  - Plateau Pressure.
  - Resistance & Compliance.
  - Use selector Alarms for all measured & monitored parameters.
  - Occlusion Pressure.
  - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
  - Assist /control.
  - Volume Control.
  - Pressure control.
  - Pressure support.
  - SIMV with pressure support (Pressure and volume control).
  - PEEP.
  - Inverse ratio Ventilation.
  - Non-invasive ventilator- BIPAP, CPAP.
  - Apnea Ventilation, User selectable, volume & pressure control.
  - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
  - Should have inbuilt exhalation filter.
  - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
  - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
  - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
  - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
    - age- 4set each.
  - ET tube cuff pressure monitor and HME filter - 10.
- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments

### **Video Laryngoscopes**

- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

**Other Medical Devices not listed in Bid**

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

**Training and Accessories**

- Training and Accessories for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices
  - Ventilators
  - Video Laryngoscopes

**Extended Warranties, Services and Financing**

- Extended Warranties for all products lines
  - Automated External Defibrillators
  - Cardiac Monitors/Defibrillators
  - Automated CPR Devices
  - Ventilators
  - Video Laryngoscopes
  - Service Contract
  - Finance and Leasing Programs

**Liability insurance:** A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

**Worker's compensation and employer's liability:** A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

**With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.**

**Contract Management Fees:** The Contract Management Fee will be three percent (3%) of the value of the gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

**Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.**

**Product Pricing**

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Complete each item on the following pricing chart. You are not required to offer every product or serve every country or state in which PSAI has members; when that is the case, indicate "no bid" on the chart. Quoted prices must include delivered prices, which include all transportation and delivery charges. Ensure that all products offered below comport with the essential product specifications outlined above.

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

**Additional Requirements for Technology Category**

- 1) Must include contract fee in pricing.
- 2) Must be authorized to sell all technology items specified. A letter of authorization from each mfg. must be submitted with your response.
- 3) Favorable past performance as the Prime Contract holder of a similar National or State Contract within the past 3 years. Please provide the name of the contract(s).

Contract Title(s): \_\_\_\_\_



**EXHIBIT A – EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. –  
NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing. The intent of this Request For Bid is that any contract between Principal Procurement Agency and Supplier resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration with PSAI as a Participating Public Agency is accomplished by Public Agencies joining PSAI and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither PSAI or its Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on PSAI's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through PSAI.

These requirements are incorporated into and are considered an integral part of this RFB. PSAI reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement PSAI and its Partners intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The PSAI marketing team and its Partners will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The PSAI sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The PSAI contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Savvik Buying Group will serve as the lead marketing agent for the contract.
- B. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- C. Training sessions for Public Agency teams
- D. Training sessions for Supplier teams
- E. Regular business reviews to monitor program success
- F. General contract administration

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Public Safety Association Inc. Company Administration Agreement between Supplier and PSAI (the "PSAI Administration Agreement")

#### 1.4 Award Basis

The basis of any contract award resulting from this RFB made by Principal Procurement Agency will be the basis of award on a national level through PSAI. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through PSAI. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and PSAI shall agree.

#### 1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through PSAI's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market cooperative strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;

- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and PSAI designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the Supplier's primary "go to market" cooperative strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with PSAI and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFB response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Bidder may offer "local contracts" to offer pricing to members in special situations without affecting the overall master agreement.

**Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.**

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through PSAI nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to PSAI in accordance with the PSAI Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**EXHIBIT B**  
**EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC.**  
**COOPERATIVE PURCHASING AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with Public Safety Association Inc. ("PSAI") and its marketing Partners or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through PSAI and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

**EXHIBIT C  
EAGLE COUNTY PARAMEDIC SERVICES  
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Public Safety Association Inc. (PSAI). I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity, as Principal Procurement Agency for PSAI, Eagle County Paramedic Services agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Eagle County Paramedic Services

\_\_\_\_\_  
Signature



## Agenda Report

25-652

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on an Amendment to an Existing Agreement with Smart Energy Systems, Inc. and a New Agreement with Smart Energy Systems, Inc. for a Utility Billing Customer Self Service Portal

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City's Utility Billing System, provided by N. Harris Computer Corporation (Harris), serves as the backbone of the City's utility billing operations, supporting 10 interconnected user applications that enable seamless integration between meter reading, service orders, meter data management, utility bill generation, payment collection across multiple channels, and customer service delivery, including both a call center and an online self-service web portal.

To provide customers with modern online access to billing information, the City partnered with Smart Energy Systems, Inc. (SEW) to implement a new cloud-hosted Customer Self Service (CSS) Portal. This new portal will replace the outdated Harris CSS portal, which is no longer compatible with the Windows operating system, does not meet current security standards, lacks modern functionality, and no longer meets the public's needs and expectations.

On December 11, 2018, the City Council approved an agreement with Smart Energy Systems, Inc. (2018 Agreement) for the purchase and implementation of a new cloud-hosted Customer Self-Service Portal for Electric, Water, Sewer, and Solid Waste Disposal utility services for both residents and businesses. The Agreement was the result of a competitive Request for Proposal (RFP) in accordance with the City's purchasing policies.

On October 26, 2021, the City Council authorized the City Manager to execute Amendment No. 1 to the 2018 Agreement to extend the agreement by three years, through December 31, 2024, and to increase the maximum compensation by \$396,194 for a revised not to exceed amount of \$1,653,343. The City Council also authorized the City Manager to execute future amendments to extend the term, adjust compensation if actual usage exceeded staff's original estimate, and to cover any necessary system requirement changes.

Following this approval, staff executed three subsequent amendments. Amendment No. 2 incorporated required fees for commercial credit card transactions. Amendment No. 3 added services for live, agent-assisted payments and training for City staff to further improve the City's customer service options. Amendment No. 4 extended the term further to allow additional time to complete customized design features and implementation, with the City's Utility Billing System.

**DISCUSSION**

While design and implementation of the SEW CSS portal has experienced several delays and has required multiple amendments to address changing needs and conditions, the planned system remains a critical part of the City's strategy to provide our customers with an improved utility customer service experience which is convenient, offers access to information to allow management of usage, and a variety of bill payment options. SEW's platform will offer key functionality to significantly improve the self-service experience for both residents and businesses. The SEW portal will provide:

- Full-service mobile and web platforms
- 24/7 self-service tools
- Secure Payment Card Industry-compliant payment processing
- Provides the utility customer visibility to their energy and water usage and costs.
- Email and text alerts for notifications such as usage thresholds, payment reminders, overdue notices, and service requests

To support the transition, staff is seeking authority to negotiate and execute Amendment No. 5, which will retroactively (a) extend the agreement through January 31, 2026, (b) update terms related to the City's revised Payment Card Processing Policy, (c) include SEW's live technical support and point-of-sale device support, and (d) allow a one-year option to extend at the City's sole discretion.

No changes to the agreement's maximum compensation are being made at this time, as subscription fee payments are due only upon successful user acceptance testing and successful launch of the portal.

SEW and City staff have continued working toward finalizing design features, testing various elements of functionality, and full system implementation, with the portal's public release targeted for Fall 2025. To support a smooth launch, SEW has offered live technical support services at no additional cost from launch date through January 31, 2026. This support will assist customers in creating accounts and navigating the new system and enable faster resolution of issues through direct access to SEW's development team. This will help reduce the volume of customers services calls to the City.

Although the 2018 Agreement included options for renewal, SEW has since restructured its service and pricing model and has requested to negotiate a new agreement rather than exercising the renewal provisions. As a result, the agreement was not extended. Approval of Amendment No. 5 provides an extension while a long-term replacement agreement is negotiated.

The long-term replacement agreement currently under discussion proposes a 10-year term with an annual subscription fee of \$222,631 for standard platform-hosting services in Year 1. As of the date of this report SEW has committed to capping annual fee increases to 3%.

Transaction based services such as text notifications, automated Interactive Voice Response (IVR) calls, and live agent-assisted payments will vary month to month based on actual usage. Initial estimates anticipate that these services will cost \$250,000 per year or less, in addition to the annual subscription fees. Therefore, in a 10-year term, transaction-based services may cost up to \$2,500,000.

The table below breaks down the total estimated cost of SEW services in a new 10-year agreement.

	<b>SEW Annual Subscription Fee with 3% Annual Increase</b>	<b>Transaction-Based Services Estimated Cost</b>
Year 1	\$222,631	\$250,000
Year 2	\$229,310	\$250,000
Year 3	\$236,189	\$250,000
Year 4	\$243,275	\$250,000
Year 5	\$250,573	\$250,000
Year 6	\$258,090	\$250,000
Year 7	\$265,833	\$250,000
Year 8	\$273,808	\$250,000
Year 9	\$282,022	\$250,000
Year 10	\$290,483	\$250,000
<b>Total</b>	<b>\$2,552,215</b>	<b>\$2,500,000</b>
<b>Maximum Compensation (10 years)</b>		<b>\$5,052,215</b>

The total maximum compensation for the ten-year agreement, inclusive of annual subscription fees with price adjustments and actual usage of transaction-based fees, is projected to be \$5,052,215. Staff is therefore requesting City Council authorization for the City Manager to negotiate and execute a new agreement with SEW for a ten-year term, starting on or around February 1, 2026 with a total maximum compensation not-to-exceed \$5,052,215. The current extension under Amendment No. 5 will ensure continuity of services while giving both parties time to finalize the long-term agreement.

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

The project implementation costs are funded by the Utility Management Information System (UMIS) Enhancements project in the General Government Capital Fund. The FY 2025/26 Adopted Operating Budget in the Finance Department includes ongoing funding for the SEW contract, which totals \$418,000 in FY 2025/26. As the utility billing system goes live, if additional funding is required, it will be brought back to Council in a future budget action. Funding for the long-term agreement will be factored into the budget as part of the budget process.

**COORDINATION**

This report has been coordinated with the Finance and Information Technology Departments and the City Attorney's Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Authorize the City Manager or designee to negotiate and execute Amendment No.5 to the agreement with Smart Energy Systems, LLC dba Smart Energy Water to retroactively extend the term from March 31, 2025 through January 31, 2026, with no change to the maximum compensation amount of \$1,653,343, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to negotiate and execute a new agreement with Smart Energy Systems, LLC dba Smart Energy Water for a ten-year term beginning on or around February 1, 2026 and ending on or around February 1, 2036, with a total maximum compensation not-to-exceed \$5,052,215, and to execute future amendments to (a) add, modify, or delete services, including software subscription or support services, (b) adjust rates, including subscription fees, as necessary to reflect market conditions or service changes, and (c) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

1. RTC 18-1284
2. Original Agreement with SEW
3. RTC 21-1049
4. Amendment No. 1 to the Agreement with SEW
5. Amendment No. 2 to the Agreement with SEW
6. Amendment No. 3 to the Agreement with SEW
7. Amendment No. 4 to the Agreement with SEW
8. Amendment No. 5 to the Agreement with SEW



## Agenda Report

18-1284

Agenda Date: 12/11/2018

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### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement with Smart Energy Systems LLC dba Smart Energy Water, for a Customer Self-Service Portal for Utility Services

#### BACKGROUND

The City entered into an agreement with NorthStar Utilities Solutions to provide a “Customer Connect” My Utilities Customer Self-Service portal in 2015. This portal allows basic scheduling of utility service orders, e-mail notifications, online bill payment and e-billing services.

The current software that supports the customer service portal is outdated, lacks modern functionality, is not compatible with new versions of Windows operating system, and no longer meets the utilities and/or customer needs. In addition, the current software does not facilitate a user friendly interface for the public which has resulted in criticisms such as the account set up page is not intuitive, there is not a log off/ shut down function shown on the screen, and separate fields for street numbers and street address are required.

An upgrade to the City’s utility customer self-service portal is necessary to modernize the system for purposes of compliance and functionality to meet the public’s expectations. These expectations include an intuitive, mobile-friendly user interface(s) for billing, payment, and real-time display of advanced metering utility information.

On December 6, 2016 the City contracted with TMG Utility Advisory Services (TMG Consulting) to assist with the process and effort to prepare and launch a set of Requests for Proposal (RFPs) in pursuit of a new billing system and customer self-service portal. In response to the highly critical customer feedback surrounding the existing customer self-service portal, the project team prioritized the Customer Self-Service Portal RFP.

#### DISCUSSION

An RFP for a Customer Self-Service Portal was issued on December 4, 2017, and eight highly competitive proposals were received. The responses were evaluated by the City’s consultant, TMG Advisory Services and the City’s Electric Utility, Water & Sewer Utilities, Public Works, Finance, and Information Technology stakeholders.

After the initial evaluation of all proposals received, the stakeholders interviewed the top four finalists (SilverBlaze Solutions, Inc., Systems & Software, Inc., Avertra Corporation, and Smart Energy Systems LLC dba Smart Energy Water (SEW)) and unanimously selected Smart Energy Water as the Customer Self-Service Portal provider. The recommended contract term with SEW is for three years and is anticipated to significantly improve the customer self-service experience, streamline the online sign up process, and improve customer communication and education.

Significant improvements in the online portal administration efficiency and customer self-service options to Smart Energy Water include:

- Ongoing cloud-hosted, Software as a Service (SaaS)-based customer portal solution (currently hosted on premise);
- Smart customer mobile and web platform(s) that incorporates all customer interactions with the utilities into one view and includes 24X7 accessible self-help tools;
- Off-site secured Payment Card Industry compliant payment card processing and related services;
- Access to real time energy and water consumption, while enabling email and text alerts on consumption thresholds;
- Customer Alerts - payment reminders, overdue notice, payment successful confirmation, changes in account data, stored credit card/debit card expiring dates, and service requests that are scheduled;
- Residential and Large Enterprise Customer Specific Service Portals;
- Additional offerings include: hosting, security outage management, leak detection, and smart meter analytics (reporting) for new advanced electric meters.

The proposed solution will be implemented through a multi-year software subscription agreement. Multi-year contracts are desirable for this type of service in order to negotiate better terms and pricing and to allow for ongoing software upgrades. The implementation for this project is anticipated to begin in January 2019 with an estimated completion date of July 2019.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The total cost of the Agreement with Smart Energy Water will not exceed \$515,283 in the first year with a total not to exceed \$1,257,149 over the three year term of the Agreement. Funding for implementation, subscription and transaction fees for the first year of the Agreement was included in the fiscal year 2018/19 Capital Improvement Program (CIP) Budget. Appropriations for future years will be included in the development of future annual budgets.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

**RECOMMENDATION**

Approve an Agreement for Services with Smart Energy Systems LLC dba Smart Energy Water to provide software subscription and credit card transaction services to replace the City's Utility Customer Self Service Platform, with a total not-to-exceed amount of \$1,257,149 over a three-year term subject to annual appropriation of funds.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement with Smart Energy Systems, LLC for a Customer Self-Service Portal for Utility Services

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, LLC**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Smart Energy Systems, LLC dba Smart Energy Water ("SEW"), a Delaware limited liability company, with its principal place of business located at 19900 MacArthur Blvd., Suite 370, Irvine, CA 92612, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Subscribed Services

Exhibit B – Schedule of Fees

Exhibit B-1 – Detailed Fee Schedule

Exhibit C – Insurance Requirements

Exhibit D – Software as a Service Subscription Agreement (SaaS SA)

Exhibit E – SEW Security Exhibit

Exhibit F – SEW Standard Support Plan

Exhibit G – SEW Data Retention Policy

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 11, 2018 and terminate on December 11, 2021.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A and Exhibit D titled “Software as a Service Subscription Agreement.” Time is of the essence.

**4. WARRANTY**

Except as otherwise provided in Exhibit F, the terms of which shall take precedence and control, Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million, Two Hundred Fifty-Seven Thousand, One Hundred Forty-Nine dollars (\$1,257,149), 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. These not-to-exceed numbers are based upon the assumption for volume as outlined in Exhibit B-1, Detailed Fee Schedule. Any changes in volume over and above assumptions in Exhibit B-1 may result in additional Annual Transaction fees. 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 without a valid amendment.

## 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. Upon termination, City shall pay Contractor all fees due up to the time of termination.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession specifically related to this Agreement.

## 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**

Except as otherwise provided in Exhibit D, the terms of which shall take precedence and control, all material which are expressly deemed to be proprietary works made for City, 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 "Indemnified Claim," meaning any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Contractor's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) City's breach of this Agreement; (b) revisions to the Software made without Contractor's written consent; (c) City's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Contractor offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) Contractor's modification of Software in compliance with Customer's specifications; (e) unauthorized use of the software by third parties; or (f) use of the Software with hardware or software not provided by or approved of by Contractor. Furthermore, 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.
- B. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

**16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**17. NOTICES**

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

City of Santa Clara  
Attention: Finance Department  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [meglesia@santaclaraca.gov](mailto:meglesia@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Smart Energy Systems, LLC dba Smart Energy Water  
19900 MacArthur Blvd., Suite 370  
Irvine, CA 92612  
and by e-mail at [Aman.Singha@smartenergywater.com](mailto:Aman.Singha@smartenergywater.com)

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

**18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. RETENTION**

As set forth in Exhibit B, City will pay Contractor on its invoice(s) an amount equal to 90 percent (90%) of the amount otherwise due to Contractor, and City

shall withhold the remaining 10 percent (10%) as retention. When Contractor has completed the transition to Product Support Desk within Milestone 6 (Stabilization and Closure) or within three (3) weeks after Production Deployment, whichever occurs first, City shall give Contractor written Notice of Final Acceptance; within thirty (30) days after issuance of said Notice of Final Acceptance, City shall release to Contractor the amounts held in retention. In the event of a good faith dispute between City and Contractor as to satisfactory completion of the above requirements and the SEW Deliverables thereunder, City shall continue to hold the retained funds in a segregated account until such time as the dispute is resolved, whether by means of formalized settlement or adjudication. Funds held in retention may be used to offset monies otherwise due to City by Contractor.

## **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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_  
*for* **BRIAN DOYLE**  
City Attorney

Dated: 11/22/18  
\_\_\_\_\_  
**DEANNA J. SANTANA**  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SMART ENERGY SYSTEMS, LLC**  
a limited liability company

Dated: 11/28/18  
By (Signature): \_\_\_\_\_  
Name: Aman Singha  
Title: Director of Operations  
Principal Place of Business Address: 19900 MacArthur Blvd., Suite 370  
Irvine, CA 92612  
Email Address: Aman.Singha@smartenergywater.com  
Telephone: (909) 217-3344  
Fax: (909) 614-7125  
"CONTRACTOR"

**EXHIBIT A**  
**SCOPE OF SUBSCRIBED SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

**A. Scope of Base Software Implementation**

The scope of this project includes the following components:

- **Smart Customer Mobile (SCM) - Customer Web Portal and Mobile Apps** - Customer-facing web portal and mobile apps for Apple iOS and Google Android
- **SCM Customer Service Portal** – Utility-facing Customer Engagement Analytics and Admin Portal for Utility staff

**1. SCM - Customer Web Portal and Mobile Apps**

The SCM platform web portal and mobile apps include the following customer-facing modules:

1. My Account
2. Usage
3. Billing
4. Notifications
5. Connect Me
6. Compare
7. Efficiency/Conservation
8. Service

The table below describes the specific features in scope to meet requirements:

#	Module	Features
1.	My Account	<p>The “My Account” module allows the utility customer to manage their profile, communication preferences, and contact information in the web portal and the mobile app. The customers can see all their accounts in a single sign-on view and set preferences for each account. Specifically, the customers can:</p> <ul style="list-style-type: none"> <li>• View and manage their account information including contact details</li> <li>• Add multiple customer accounts and view rate plans</li> <li>• Set-up notification preferences by selecting the notification type and delivery channels including SMS text, IVR dialer, email, and mobile push alerts with the ability to add, delete, and update the contact information for each notification type and channel</li> <li>• Configure dashboard view and application theme</li> <li>• Opt in/Opt out of notifications events and configure preferred time and frequency for these notifications</li> <li>• Manage E- Billing/Paperless Billing preferences</li> <li>• Manage language preferences to view information in multiple</li> </ul>

#	Module	Features
		languages (If language package license purchased) <ul style="list-style-type: none"> <li>• Add and manage payment accounts for bill payment</li> <li>• Set Marketing Preferences to subscribe for utility communications</li> <li>• Complete a home profile survey</li> </ul>
2.	Usage	The Usage module provides the utility customer the visibility to their energy and water usage and cost chart displays for different periods. Specifically, the City customers can: <ul style="list-style-type: none"> <li>• View usage data – 15 minute, hourly, monthly and seasonal for up to last 13 months with weather overlays</li> <li>• Access historical usage and spending for all service accounts associated with the user</li> <li>• View aggregated as well as individual meter consumption associated with their service accounts</li> <li>• View energy and water consumption in different usage units of measure and cost (dollars)</li> <li>• For AMI meters:               <ul style="list-style-type: none"> <li>○ View projected energy and water usage for next period</li> <li>○ View projected next bill amount</li> </ul> </li> <li>• Download usage data in Excel, CSV, and PDF format</li> </ul>
3.	Billing	The Billing module allows the utility customer to manage billing and payments functions online. Specifically, the City customers can: <ul style="list-style-type: none"> <li>• View current balance and bill details including all services and accounts covered in the customer's bill consistent with customer's account in the Billing system</li> <li>• Make payments via web and mobile</li> <li>• View their account history including bills posted and payments made on their account for last 13 months.</li> <li>• Download copy of their historical bills in PDF format for 12 months</li> <li>• If AMI data available, enroll in "Budget My Bill" feature to setup target bill amount and receive high bill alerts (once a month, for residential customers on standard rates)</li> <li>• Connect with utility to submit billing or payment related queries (routed to Customer Service via email)</li> <li>• View utility payment locations to make payments in person</li> </ul>
4.	Notifications	The Notifications module provides a central view of all notifications exchanged between the customer and the Utility. Specifically, the customers will be able to: <ul style="list-style-type: none"> <li>• View all notifications, alerts received from the utility</li> <li>• Select and respond to a notification</li> <li>• View responses to the notifications sent by the customer to utility</li> </ul> The notification/alert types will include: <ul style="list-style-type: none"> <li>• Updates to contact information</li> </ul>

#	Module	Features
		<ul style="list-style-type: none"> <li>• Updates to notification preferences – Opt-in and Opt-out</li> <li>• Billing and Payment Alerts and Reminders</li> <li>• “Budget My Bill” Alerts</li> <li>• High Usage Alerts</li> <li>• Ad hoc messages to selected customers (manually triggered by CSRs)</li> </ul>
5.	Connect Me	<p>The Connect Me module provides a single click option for the customer to contact Utility customer service via the mobile app, SMS text message, phone, and email. Specifically, the customers will be able to:</p> <ul style="list-style-type: none"> <li>• View all utility customer service contact options based on request type on the Mobile app and within the portal</li> <li>• Send a message to the utility customer service desk and receive responses in real time. The Utility CSRs will receive the message via email.</li> <li>• View all the utility’s social media accounts (on Twitter, Facebook, Google+, Instagram, and YouTube) for updates in one view within the portal and the mobile app</li> </ul>
6.	Compare	<p>The Compare module displays the customer’s electric and water usage compared with other similar customers. Specifically, the Utility customers will be able to:</p> <ul style="list-style-type: none"> <li>• Self-compare their energy and water use for past 12 months with their historical use pattern</li> <li>• Compare their energy and water use with similar households/businesses</li> </ul>
7.	Efficiency/ Conservation	<p>The Efficiency/Conservation module displays the utility energy efficiency and water conservation programs, rebates and savings tips with ability for the customer to view and enroll these programs using any device. Specifically, the utility customers will be able to:</p> <ul style="list-style-type: none"> <li>• View rebates and programs available</li> <li>• View personalized savings and educational tips based on customer profile</li> </ul>
8.	Service	<p>The Service module enables Utility customers to submit customer service requests for move in, move out, and service transfer. Specifically, the customers will be able to:</p> <ul style="list-style-type: none"> <li>• Submit self-service requests online and on mobile</li> <li>• Request for turn-on and turn-off utility services</li> <li>• Request for service transfer from existing premises to new premises</li> <li>• Submit a complaint</li> </ul> <p>The service request and forms will be routed to customer service agents via email.</p>

## 2. SCM Utility Customer Service Portal

The Utility facing Customer Service Web Portal capabilities will include the following utility facing modules.

1. Customer Service and Administration
  - a. Dashboard
  - b. Customer Engagement Analytics

- c. Administration
- d. CSR Workbench

#	Module	Features
1.	Dashboard	The Customer Service Portal provides a configurable dashboard with visual display of key platform metrics including customer engagement metrics and transactional summary for key business processes enabled by SCM.
2.	Customer Engagement Analytics	This module provides reports and live dashboards for customer interactions. The Utility personnel will be able to view reports for tracking customer activity, notification status by channel, customer browsing activity metrics, and administrative reports for daily, monthly, or date range activity for billing, usage, notification, and preference management activity. Specifically, the analytics views will include: <ul style="list-style-type: none"> <li>• Customer registration and activity status</li> <li>• Customer service response metrics for various inbound notifications</li> <li>• Customer behavior metrics including login and feature clicks by browser, device, and time</li> </ul>
3.	Administration	The module provides the ability to configure the application features, user roles, and user accounts. Specifically, Utility personnel will be able to: <ul style="list-style-type: none"> <li>• Create and manage user roles for the application including granting and revoking access to specific features.</li> <li>• Create and manage utility user accounts including role assignments.</li> <li>• Manage application configurations including <ul style="list-style-type: none"> <li>○ Enable or disable features in scope of the modules selected.</li> <li>○ Label, display content, and disclaimers</li> <li>○ Workflow configurations</li> </ul> </li> </ul>
4.	CSR – Work Bench	This module provides a 360-degree view of the customer profile for the utility Customer Service Reps (CSR). Specifically, Utility CSRs will be able to lookup a customers and view: <ul style="list-style-type: none"> <li>• All service accounts for the customer</li> <li>• Energy and water Use Analytics</li> <li>• Contact information and last login status / online activity</li> <li>• Notification opt in status and corresponding contact details</li> <li>• All incoming and outbound notifications for that customer</li> <li>• Co-browsing and impersonation options (if license of web chat service is purchased separately)</li> </ul>

### 3. Integrated Notification Services

The SCM platform includes integrated notification services which can be enabled by Utility for the purposes of customer alerts and notifications based on configurable workflow and decision trees.

- SMS Text Messaging – Two-way
- IVR Outbound Dialer

- Email auto notifications
- Mobile Push Notifications

The scope for configuration of notifications/alert campaigns will be limited to the notifications stated in the table above. Additional alerts/campaigns can be configured with additional cost.

### B. Add On Option 1 – SCM Outage

The City can elect to configure and deploy the Outage module in the SCM platform to display the service outages on web and mobile apps as well as provide comprehensive two way notification features. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Outage module functionality includes:

#### a. SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Outages	<p>The Outages module provides the utility customer a web portal and mobile capability to view current and planned outages as well as communicate with the utility customer service for outage related notifications. Specifically, the customers will be able to:</p> <ul style="list-style-type: none"> <li>• View a map displaying all current and planned outages along with the impacted area, incident description, and current reported status</li> <li>• Enroll in and receive individualized notifications for the outages that impact the customer</li> <li>• Report an outage from the portal or using the mobile app</li> <li>• Send a message to the utility customer service desk and receive responses</li> </ul>
2.	Notifications	<p>With Outage module in scope, the Notifications module shall include the following additional notification types:</p> <ul style="list-style-type: none"> <li>• Outage Notifications – New Outage, ETR Update, and Outage resolved</li> <li>• Ad hoc messages to selected customers (manually triggered by CSRs) by incident or specific customer group</li> </ul>

#### b. SCM Utility Facing Customer Service Portal

#	Module	Features
1.	Outages	<p>The module provides the ability to create, view, add and update outage events.</p> <ul style="list-style-type: none"> <li>• Create a new outage incident by outlining effected area by drawing polygons</li> <li>• Create and embed outage message, and make updates</li> <li>• View and track resolved and unresolved outage events</li> <li>• Access outage details, history and affected customer list</li> <li>• Send notifications and updates</li> </ul>

**C. Add On Option 2 – Smart iQ Analytics**

The City can elect to configure and deploy the Smart iQ analytics platform to view energy and water use analytics and streamline the efficiency program rebate process. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Smart iQ functionality includes:

#	Module	Features
1.	Usage Analytics (Customer & Segments)	This module provides the utility users the ability to view, compare, and run reports for customer segments and individual customers based on energy and water use patterns.
2.	Leakage Analytics	This module provides automatic leakage identification based on the hourly interval meter data to enable the City staff to view the meters/accounts where a water leakage pattern is detected.
3.	High Usage Analytics	This module provides automatic detection of high energy and water usage patterns based on the hourly interval meter data to enable the City staff to view the meters/accounts where a high energy or water use is detected.
4.	Violation Management	This module provides the ability to track weekly watering schedule violations for different customer sets based on configurable criteria.
5.	Program Management	This module allows the utility users to manage the customer programs and rebate application process including the following: <ul style="list-style-type: none"> <li>• Create and track programs by qualification criteria and efficiency measure</li> <li>• Accept rebate applications on web portal and mobile apps and track status</li> <li>• Provide status of application on web portal and mobile apps to the customer</li> <li>• Track spending and savings by program</li> </ul>

**D. Add On Option 3 – Smart Mobile Workforce (SMW)**

The City can elect to configure and deploy the SMW field mobile platform for field workers to track the customer service requests via mobile apps. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. By adding SMW platform the following additional functionality shall be delivered:

- a. Updates to SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Service	By adding the SMW platform, the Utility customers shall be able to view: <ul style="list-style-type: none"> <li>• Status of pending service requests</li> <li>• Receive mobile push, email, or SMS Text notifications upon updates to the status of their request.</li> <li>• Receive “Tech Enroute” notification when the technician is en route to</li> </ul>

#	Module	Features
		their service location and receive the technician identification as well as ETA.

b. SCM Utility Facing Customer Service Portal

#	Module	Features
1.	Service	The module provides the utility user (supervisor/dispatcher) to create, view, assign, and dispatch the service requests to the field teams. Users will be able to view and assign service requests, and view field crew member status on map

c. SMW Field Service Mobile Apps (Apple iOS)

#	Module	Features
1.	Service	<p>The Service module provides the field worker native mobile app to view their assignment and update the status of the requests. Specifically, the user will be able to:</p> <ul style="list-style-type: none"> <li>• View their work assignment in tabular and map format</li> <li>• Accept work and track travel time</li> <li>• Update service requests with additional notes and attachments and track completion</li> </ul>

**E. Add On Option 4 – SCM Enterprise Web Portal**

The City can elect to configure and deploy the SCM Enterprise web portal to allow the Commercial/Enterprise customers manage multiple facilities and view energy analytics across their services. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The SCM Enterprise functionality includes:

a. SCM Enterprise Customer Portal

#	Module	Features
1.	My Portfolio	Include the features of SCM My Account module. Additionally, the enterprise customer can create groups of their accounts and assign specific group access to their guest users.
2.	Usage	<p>The users can see energy and demand analytics for their accounts. Specifically, the dashboards include:</p> <ul style="list-style-type: none"> <li>• Energy and water usage</li> <li>• Electric monthly peak demand</li> <li>• Electric profile (Active and reactive power)</li> <li>• Power quality/Power factor</li> </ul>

#	Module	Features
		<ul style="list-style-type: none"> <li>Power Reports (24 hour profile, peak day, daily peaks)</li> </ul>
3.	Billing	View and pay multiple bills for separate accounts in the same view.
4.	Notifications	Same features as SCM residential.
5.	Connect Me	Same features as SCM residential.
6.	Compare	The enterprise customer can select two groups or meters and compare energy or water use for past 13 months.
7.	Efficiency/ Conservation	Same scope as SCM residential.
8.	Service	Same scope as SCM residential.

#### F. Add On Option 5 – SCM Smart Home

The City can elect to configure and deploy the Smart Home module in the SCM platform to allow the end users to participate in the Smart Thermostat programs and participate in Demand Response events through the web portal and mobile apps. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Smart Home functionality includes:

##### a. SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Smart Home Module	The "Smart Home" module will be upgraded to allow the utility customer to add a thermostat to their profile, view thermostat status, and control the thermostat via the mobile app.
2.	Demand Response Features	<p>The Demand Response features will be updated to the SCM portal and mobile apps including:</p> <ul style="list-style-type: none"> <li>View program detail and purchase thermostat in Energy Efficiency programs</li> <li>Receive event alerts from utility prior to and during the peak load event</li> </ul>

##### b. Utility Facing Customer Service Portal

#	Module	Features
1.	CRM – Campaigns	This module will be added to allow the utility users to create a target segment of customers who have enrolled a thermostat and send program and event notifications. The users will also be able to send preset automated notifications for customers who enroll in the program.
2.	Customer Engagement Analytics	This module will be updated to add dashboards for monitoring customer enrolment and activity metrics for Thermostat program.
3.	Thermostat Dashboard	This dashboard will provide access to customer thermostat information and ability to execute peak load events.

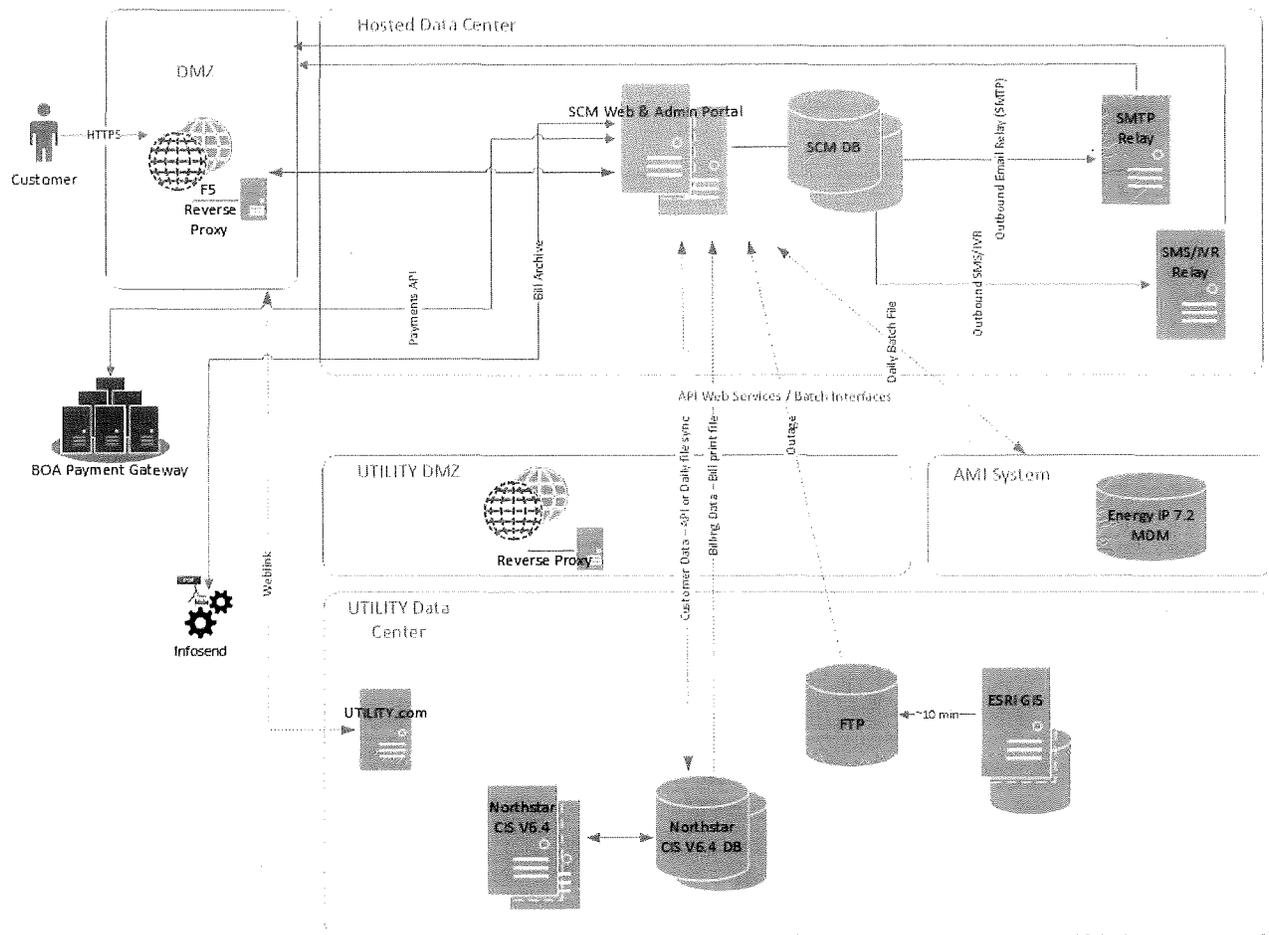
If an item is not listed in section above, such item is excluded from the integration of SEW Support and is subject to additional pricing.

**G. System Installation and Data Integration**

The scope of the project includes the following key system installation and data integration activities:

1. Design, configure, and setup of SEW software stated in the Section A above.
2. Integration of SEW software with City systems mentioned in the diagram below.
3. Load the existing customer preferences to SCM database for the notifications in scope.
4. Deploy City branded utility customer web portal functionality in scope.
5. Deploy and publish City branded mobile apps for Apple iOS and Google Android app stores.
6. Deploy and publish the SMW field app, if option 3 selected.

Customer agrees to ensure integration access with the City's systems identified in the diagram below prior to the completion of the planning phase. The diagram below shows the integration assumptions based on the preliminary discussions between the City and SEW and will be finalized during the Planning/Design phase of the project. Integration to City's source systems and data is dependent on access to said systems, including any API allowances as applicable.



## H. NOT IN SCOPE

Any activities, products or deliverables not included in this SOW are deemed out of scope. Additional work is permitted pursuant to a valid amendment under Paragraph 24 of the Agreement, with the pricing identified, and such changes are approved by both parties prior to commencement of work.

## I. PROJECT DURATION AND TIMELINE

The estimated timeline for the implementation of this engagement is **20 calendar weeks** after Client acceptance of SEW deliverables from Milestone 1, followed by four-week stabilization period, as indicated by the timeline table below. The actual project duration will depend upon the final scope, configuration decisions, and availability of data and integrations from Client's source systems. The SEW team will provide an updated project schedule upon completion of the Milestone #2 described in the table below. Within two weeks of receiving written authorization, the SEW team will begin scheduling the work sessions associated with the tasks detailed below. This Scope of Work for each phase of this Project will be broken into six milestones as outlined below. Unless otherwise agreed to upon the parties in writing, each milestone must be completed before any work is conducted on the next milestone.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
1	Initiation	<ul style="list-style-type: none"> <li>Initial Kick Off Meeting</li> <li>Customary Project Plan</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>25% of the total implementation cost (\$25,625)</li> <li>Year 1 Subscription Fee: (\$132,830)</li> </ul>
2	Planning/ Analyze  a. Configure /integrate  b. Design (For any new requirements)	<ul style="list-style-type: none"> <li>Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service)</li> <li>Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage)</li> <li>Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications)</li> <li>Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation,</li> </ul>	<ul style="list-style-type: none"> <li>Availability of Project Sponsor, Business &amp; Technical SME for Timely Approvals</li> <li>Internal / 3rd Party Software/API Access</li> <li>Data as requested by SEW</li> <li>Source System API/Integration support</li> <li>Source System Access (if required)</li> <li>Sample data/test data</li> </ul>	<ul style="list-style-type: none"> <li>12 weeks</li> </ul>	<ul style="list-style-type: none"> <li>25% of total implementation costs (\$25,625)</li> <li>Due upon agreed signoff of milestone and Document of Understanding by Client.</li> </ul>

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Service) <ul style="list-style-type: none"> <li>• Document of Understanding (for additional requirements)</li> <li>• Scope finalization</li> <li>• Project Schedule outlined in detail using Microsoft Project.</li> <li>• Integration and configuration of base SCM product</li> <li>• Design (for any new requirements discovered during the creation and review process for DOU)</li> </ul>			
3	a. SEW Product QA Testing  b. Client UAT Testing	<ul style="list-style-type: none"> <li>• Quality Assurance Testing of the following: Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service)</li> <li>• Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage)</li> <li>• Integrated notification services including (SMS Text Messaging – Two-</li> </ul>	<ul style="list-style-type: none"> <li>• Availability of Client resources for UAT</li> <li>• User Acceptance Testing</li> <li>• UAT Test Status and Results</li> </ul>	<ul style="list-style-type: none"> <li>• 3 weeks</li> <li>• 2 weeks</li> </ul>	<ul style="list-style-type: none"> <li>• 18% of total implementation costs (\$18,450)</li> <li>• Due upon agreed upon signoff of milestone by Client.</li> </ul>

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		<p>way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications)</p> <ul style="list-style-type: none"> <li>• Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service)</li> <li>• User Acceptance Testing Support of the following: Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service)</li> <li>• Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage)</li> <li>• Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications)</li> <li>• Enterprise Web</li> </ul>			

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service)			
4	a. Client Outreach Support  b. Training and Marketing (Basic Package)	<ul style="list-style-type: none"> <li>• Client Marketing Campaign Material Templates</li> <li>• One SCM Announcement Video</li> <li>• Two training sessions: one 8-hour Train the Trainer Session (Via remote WebEx), and one on-site session (additional travel fees will apply). Training will apply to the following: Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service)</li> <li>• Configuration and Integration of Utility Facing Modules ( Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage)</li> <li>• Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound</li> </ul>	<ul style="list-style-type: none"> <li>• Timely Approval of Campaign Material</li> <li>• CSR team member participation in scheduled training sessions</li> </ul>	<ul style="list-style-type: none"> <li>• 1 week</li> <li>• 1 week</li> </ul>	<ul style="list-style-type: none"> <li>• 17% of total implementation costs (\$17,425)</li> <li>• Due upon agreed upon signoff of milestone by Client.</li> </ul>

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Dialer, Email auto notifications, Mobile Push Notifications) <ul style="list-style-type: none"> <li>Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service)</li> </ul>			
5	Deployment/ "Go-Live"	<ul style="list-style-type: none"> <li>Production Deployment of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service)</li> <li>Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage)</li> <li>Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications)</li> <li>Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me,</li> </ul>	<ul style="list-style-type: none"> <li>Availability of Project Sponsor, Business &amp; Technical SME and Approval</li> </ul>	<ul style="list-style-type: none"> <li>1 week</li> </ul>	<ul style="list-style-type: none"> <li>15% of total implementation costs (\$15,375)</li> <li>Due upon agreed upon signoff of milestone by Client.</li> </ul>

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Compare, Efficiency / Conservation, Service) • Online Client Help Guide			
6	Stabilization & Closure	• Four-week 24X7 support for production Stabilization • Helpdesk setup and transition to Product Support Desk after 4-week stabilization period	N/A	• 4 weeks	N/A

#### J. SEW AND CLIENT RESOURCES:

SEW has assigned Kevin Hwang as Project Manager for this engagement. He will be working closely with City team for development, implementation, and training and support services throughout this project for the SCM® solution deployment. Kevin will have overall responsibility for end to end project oversight of the implementation including developing the project plans, coordinating with the project stakeholders, team communication, project risks management, schedule adherence, budget tracking, issues resolution and project delivery. Key roles will not change without review by the client.

Name	Role	Responsibilities
Kevin Hwang	Director - Product Implementation	Responsible for executive oversight of overall delivery of the solution and provides guidance and direction to resolving technical and functional issues to drive project to completion.
Manoj Singh	Chief Product Officer- Product Engineering	Responsible for defining the overall solution, integration standards, application standards and providing direction to the development teams as needed.
John DeBerg	Director- Project Management	Responsible for ensuring the project team successfully delivers the project per schedule, scope, and budget. Coordinates approvals and communications as necessary.
Harsha Bana	Business Analyst	Responsible for documenting existing and new business processes, fit gap requirements,

		and validation of those requirements in the final solution. Acts as a lead for all business process and documentation responsibilities.
Atul Someshwar	Data Architect Lead	Responsible for designing architectures and develops strategies for data acquisitions, archive recovery, and implementation of a database.
Manish Khatri	Quality Assurance Manager	Responsible for overall Quality Assurance and Testing of the solution including integration, end to end, user acceptance, performance, and scalability testing.

The table below provides the estimated effort for Client team resources.

Resource Role	Estimate (Hours)	Name / Email
Client Project Manager	60	
Client UAT Team	40	
Client Outreach/Marketing	30	

#### K. ESCALATION

SEW will escalate project issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail ID
Client Project Manager (TBD)	1 Day	TBD
Director of IT	3 Days	TBD

Client will escalate issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail ID
TBD – Business Process Lead	1 Day	TBD@smartenergywater.com
Kevin Hwang – Director of Solutions Delivery, SEW	3 Days	Kevin.Hwang@smartenergywater.com
Brad Adamske – Sr. VP of Sales, SEW	5 Days	Brad.Adamske@smartenergywater.com

**L. CHANGE CONTROL:** The following process will be followed if a change to this Statement of Work or project plan is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Project. Additionally, the PCR must also provide a recap of the original estimated resources and costs, revised estimated resources and costs and associated cost savings or expenditures.

- b) The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- c) Both Project Managers will review the proposed change and agree to take steps to implement it, including a signed Change Order, recommend it for further investigation, or reject it.
- d) SEW will specify any changes to the fees as per agreed rate in this Statement of Work for such investigation. A Change Order must be signed by authorized representatives from both parties in order to revise the Statement of Work before any work can commence in regard to such. All additional work will be billed to Client at a minimum rate of \$150 per individual per work hour.

#### **M. RISKS AND ASSUMPTIONS**

The following assumptions, which have been accepted by Client, have been made in order for SEW to fulfill its obligations under this Agreement, the failure of which by Client may affect SEW'S Project Duration and Timeline under Section 2:

- a) The project timeline is dependent on the Client acceptance of SEW deliverables in Milestone #2 which is planned for 3 weeks. Any delay beyond this timeline shall impact the final Go Live.
- b) Client will provide timely responses to SEW information needs and timely review of project documents provided.
- c) Key personnel at Client will be made available to SEW as required and reasonable during the project
- d) Client will provide onsite workspace for SEW resources with internet connectivity.
- e) All documents will be jointly reviewed with Client staff.
- f) The SOW is binding if authorized, and any changes to the SOW will be provided in writing from either the SEW or the Client team and approved by both teams.
- g) Client fully acknowledges and understands that any customization to standard features and functionality as described in this Statement of Work will be assessed by SEW and may impact approved budget and/or schedule. Client will have discretion to determine whether to proceed with such customizations.
- h) Integration to Client source systems and data is dependent on access to said systems, including as well as API allowances from the respective companies. If applicable, SEW will work on behalf of Client to obtain such APIs, if any, within reason, however Client is responsible to ensure such access and API allowances are provided. In addition, existing API or SFTP processes for Client source system data, will be made available for use or re-use as part of the project. Ability to view bill PDF is dependent on API availability at the start of this project.
- i) Client agrees to ensure Integration access with any and all Client's third-party partners prior to Milestone #2 Failure to obtain such availability and/or access from Client's partners shall not affect Client's obligations under this Statement of Work.
- j) Standard SLA levels offered by SEW are acceptable. Please refer to SEW's Standard Support Plan provided with the Software as a Subscription Agreement for details. Maintenance and Support provided for the scope of this implementation shall be governed by the zero-cost SEW Standard Support Plan.

- k) Standard SEW implementation and configuration is conducted primarily from SEW offices with any included on-site activities to be determined and documented during Milestone #2. Additional SEW resources beyond those so identified will travel to Client offices on an as-requested basis if and when practicable. Any such requested on-site implementation activities will be billed to Client at a minimum rate of \$150 per individual per work hour, under an amendment to the Agreement if necessary, otherwise subject to the maximum compensation limitation.

**EXHIBIT B**  
**SCHEDULE OF FEES**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million, Two Hundred Fifty-Seven Thousand, One Hundred Forty-Nine dollars (\$1,257,149), subject to budget appropriations. This amount includes all initial and optional/future software plus additional services such as Payment Processing, Email, SMS and IVR setup, subscription and usage fees as provided in Exhibit B-1, Detailed Fee Schedule. These not-to-exceed numbers are based upon the assumption for volume as outlined in Exhibit B-1, Detailed Fee Schedule. Any changes in volume over and above assumptions in Exhibit B-1 may result in additional Annual Transaction fees, still subject to the maximum not-to-exceed amount.

Maximum Not-To-Exceed Amount for 3 Year Contract Including ALL Modules and Services (Initial + Optional/Future)	
Subscription Fees for 3 Years (\$170,130 Annual)	\$510,390
One Time Implementation Fees + Travel and Expense	\$144,350
Transaction Fees for 3 Years (\$200,803 Annual)	\$602,409
TOTAL	\$1,257,149

Fee Schedule - INITIAL PACKAGE ONLY (Optional Modules Not Included)			
Fee Description	Invoice Timing Description	Invoice Timing Day	Amount
Annual Subscription Fee	Delivery of Customary Project Plan	Day 1	\$132,830
Implementation Fee - 25%	Delivery of Customary Project Plan	Day 1	\$25,625
Travel and Expenses - Month 1 Implementation	As Incurred DURING IMPLEMENTATION	Day 30	\$3,400
Travel and Expenses - Month 2 Implementation	As Incurred DURING IMPLEMENTATION	Day 60	\$3,400
Implementation Fee - 25%	Milestone #2 Completion - 12 Weeks after Contract Signing	Day 84	\$25,625
Travel and Expenses - Month 3 Implementation	As Incurred DURING IMPLEMENTATION	Day 90	\$3,400
Travel and Expenses - Month 4 Implementation	As Incurred DURING IMPLEMENTATION	Day 120	\$3,400
Implementation Fee - 18%	Milestone #3 Completion - 5 Weeks after Milestone 1 Completion	Day 129	\$18,450
Implementation Fee - 17%	Milestone #4 Completion - 2 Weeks after Milestone 2 Completion	Day 143	\$17,425
Implementation Fee - 15%	Milestone #5 Completion - 1 Week after Milestone #4 Completion	Day 150	\$15,375
Travel and Expenses - Month 5 Implementation	As Incurred DURING IMPLEMENTATION	Day 150	\$3,400
TOTAL INITIAL PACKAGE			\$252,330
Transaction Fees - Email, SMS, IVR, Payment Processing	As Incurred POST GO LIVE	End of Each Month	\$16,734

**EXHIBIT B-1**  
**DETAILED FEE SCHEDULE**

<b>ANNUAL FEES</b>				
Description of Software / Service	Annual Amount	Invoice Timing	Initial Package or Optional Module	Notes
SCM® - Customer Web Portal and Mobile Platform V7.0	\$62,500	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$11,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$17,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	N/A	Initial Package	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	N/A	Initial Package	Hosting for two years worth of data
Maintenance & Support	\$0	N/A	Initial Package	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$20,750	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management
SMS Text Notifications	\$3,900	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides for Text Notifications for 50,000 Meter Accounts
IVR Dialer System	\$4,300	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides for IVR Notifications for 50,000 Meter Accounts
Random Shortcode	\$13,200	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides Random Shortcode to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Shortcode Available at \$19,200 Annual
IVR Toll Free Number	\$180	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides Toll Free Number for Outbound / Inbound Calls
Smart Mobile Workforce – Service Module VS.1	\$8,500	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$11,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	For 50,000 Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$6,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	\$300 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$11,800	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English and Spanish) (\$5,900 Each)

Year	Initial	Optional
Sub-Total Year 1	\$132,830	\$37,300
Sub-Total Year 2	\$132,830	\$37,300
Sub-Total Year 3	\$132,830	\$37,300
SUB TOTALS	\$398,490	\$111,900
TOTAL INITIAL PLUS OPTIONAL	\$510,390	

ONE TIME IMPLEMENTATION FEES				
Description of Software / Service	Implementation Fee	Invoice Timing	Initial Package or Optional Module	Notes
SCM® - Customer Web Portal and Mobile Platform V7.0	\$49,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$8,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$17,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	N/A	Initial Package	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR
Hosting	\$0	N/A	Initial Package	Hosting for Two Years Worth of Data
Maintenance & Support	\$0	N/A	Initial Package	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$9,700	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management
SMS Text Notifications	\$9,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	Includes 5 Automated Workflows
IVR Notifications	\$7,800	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	Includes 5 Automated Workflows
Smart Mobile Workforce – Service Module V5.1	\$8,650	Upon Module Addition	Optional Module / Future	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$13,200	Upon Module Addition	Optional Module / Future	For 50,000 Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile

Milestone	Initial	Optional
Delivery Customary Project Plan	\$25,625.00	\$5,462.50
Milestone 2	\$25,625.00	\$5,462.50
Milestone 3	\$18,450.00	\$3,933.00
Milestone 4	\$17,425.00	\$3,714.50
Milestone 5	\$15,375.00	\$3,277.50
Travel	\$17,000.00	\$3,000.00
SUB TOTALS	\$119,500.00	\$24,850.00
TOTAL INITIAL PLUS OPTIONAL	\$144,350.00	

MONTHLY / ANNUAL TRANSACTION FEES						
Description of Software / Service	Transaction Fee	Estimated Maximum Monthly Fees*	Estimated Maximum Annual Fees*	Invoice Timing	Initial Package or Optional Module	Notes
SMS Text Notifications (IN BOUND) Per Message	\$0.003	\$89	\$1,067	Monthly	Optional Service	*Based on Estimated Max Volume of 37,065 IN BOUND texts per month
SMS Text Notifications (OUT BOUND) Per Message	\$0.008	\$949	\$11,386	Monthly	Optional Service	*Based on Estimated Max Volume of 148,261 OUT BOUND texts per month
IVR Toll Free (IN BOUND) PER MINUTE	\$0.030	\$728	\$8,736	Monthly	Optional Service	* Based on Estimated Max Volume of 6,067 IN BOUND calls per month - Average of 5 minutes per inbound call
IVR Toll Free (OUT BOUND) PER MINUTE	\$0.020	\$388	\$4,659	Monthly	Optional Service	* Based on Estimated Max Volume of 6,067 IN BOUND calls per month - *Average of 1 minute per outbound call
Up to 175,000 Emails Per Month	\$0.000		\$0	Monthly	Optional Service	
Up to 1,000,000 Emails Per Month	\$875.000	\$875	\$10,500	Monthly	Optional Service	*Based on Estimated Max Volume of 570,765 emails per month
Up to 4,000,000 Emails Per Month	\$1,700.00		\$0	Monthly	Optional Service	
Greater Than 4,000,000 Emails Per Month	\$2,400.00		\$0	Monthly	Optional Service	
<b>Debit/Credit Card Processing Fees</b> for Portal, Mobile, Text to Pay, IVR and Agent Assisted	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)	\$8,586	\$103,026	Monthly	Optional Service	Based on June 2018 Statements. Monthly estimates do not include Interchange fees. Payments made on all the above channels will have the same pricing. All payments will be identified by channel.
<b>Debit/Credit Card Processing Fees</b> for <u>IN-Office Payments</u>	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)	\$534	\$6,402	Monthly	Optional Service	Based on June 2018 Statements. Monthly estimates do not include Interchange fees. Payments Will Be Made Using the EMV PIN Pad attached to the CSR Computer
<b>Echecks Processing Fees</b> for Portal, Mobile, Text to Pay, IVR and Agent Assisted	\$0.50 Per Transaction up to \$25,000 \$0.50 + 0.15% Per Transaction over \$25,000 Includes One-Tie Payment and Recurring Setup Fee Waived	\$3,575	\$42,900	Monthly	Optional Service	Based on estimates of 6,500 Echecks per month which is typical volume for size of utility similar to City of Santa Clara
<b>24 Hour IVR - English and Spanish</b>	Per Minute Fee Waived Convenience Fee Listed Above	\$1,005	\$12,060	Monthly	Optional Service	Unique Toll Free Number Will be Provided and Configured. Based on June 2018 Statements. Monthly estimates do not include Interchange fees.
<b>Text-and-Pay</b>	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above	\$0	\$0	Monthly	Optional Service	Payments Made Using the Customer Mobile Phone as a Response to a Text From Portal. Payments made using mobile device will be subject to the same fees as web payments.
<b>Agent Assisted Payments and Technology Support for Citizens</b>	9:00 AM to 5:00 PM PST	\$0	\$0	N/A	Optional Service	Provided From Live Call Center in Ohio - Hours 8:00 am - 5:00 pm PST.
<b>Return Check Fee</b>	\$1.00 Per Check	\$1	\$12	Monthly	Optional Service	When ACH is made and then 3 to 5 business days later check is returned for insufficient funds frozen, or does not exist.
<b>Chargeback Fees</b>	\$4.95 Per Chargeback	\$4.50	\$54	Monthly	Optional Service	When payment goes through, then customer disputes the charge.
<b>EMV Terminals</b>	\$299 Per Terminal - First 2 are Free		\$0	Monthly	Optional Service	The Pinpad Accepts All Existing Forms of Electronic Payment, Including Contactless, Magstripe, Chip & PIN, and Mobile/NFC; is Fully EMV and PCI PTS V3 Certified; and Supports the Latest International Security Algorithms

Year	Monthly	Annual
Sub-Total Year 1	\$16,734	\$200,803
Sub-Total Year 2	\$16,734	\$200,803
Sub-Total Year 3	\$16,734	\$200,803
<b>TOTAL</b>	<b>\$16,734</b>	<b>\$602,409</b>

\*Totals based on similar per account volume for Email, SMS, IVR

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

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

#### D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of



## EXHIBIT D

### Software as a Service Subscription Agreement (SaaS)

This Software as a Service Subscription Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between Smart Energy Systems, LLC dba Smart Energy Water ("Provider" or "SEW"), and the City of Santa Clara ("Customer").

#### RECITALS

Provider offers a software application known as Smart Customer Mobile (the "Software" or "SCM<sup>®</sup>SCM<sup>®</sup>") and the parties have agreed that Provider will make the cloud-hosted Software available for and to Customer and Customer's customers. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below and in any relevant exhibits or documents, the adequacy of which is hereby acknowledged, the parties agree as follows:

#### TERMS AND CONDITIONS

**1. DEFINITIONS.** The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. "Authorized Named User" means an end user of the Customer that has an account registered with Customer and has been given access by Customer to use the Services.
- 1.2. "Customer Data" means a subset of Confidential Information that is comprised of Customer's data obtained, used in, or stored as the result of the use of the Services.
- 1.3. "Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Customer during Implementation.
- 1.4. "Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Software for Customer's use, as set forth in a Statement of Work.
- 1.5. "Initial Term" means 3 (three) years from the date the Software is made available for use, with such a date otherwise defined as "Production Deployment" in an applicable Statement of Work.
- 1.6. "Major Release" means any new version of the Software where the left most version number, or the second to the left most version number, increases by at least one integer increment.
- 1.7. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Provider Software, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SEW SLA Exclusion (defined herein).
- 1.8. "Maintenance and Support" means Provider's standard maintenance and support plan provided herein as Exhibit F.
- 1.9. "Software" means Provider's SCM<sup>®</sup>SCM<sup>®</sup> software, version 6.9, and shall include only the modules specified in Exhibit A or Change Order thereto.
- 1.10. "Services" means the services provided by Provider to Customer for the integration, implementation and use of the Software, including but not limited to, hosting the Software,

any customization, Maintenance and Support, and Additional Services offered or accessed through the Software and as provided in detail in an applicable Statement of Work.

- 1.11. "Specifications" means Provider's specifications for the Software, as set forth in Exhibit A.
- 1.12. "Data Retention Policy" means Provider's standard data retention policy as set for in Exhibit G.
- 1.13. "Production Deployment" means once the Customer has provided User Acceptance Testing ("UAT") signoff and the Software has been pushed into a production environment.
- 1.14. "Term" means the Initial Term (as defined above) and any applicable renewal term(s).
- 1.15. "Upgrades" is defined in Section 3.1(a) below.

## **2. SOFTWARE DELIVERY.**

- 2.1. Right to Access and Use Software. Provider hereby grants Customer a non-exclusive, non-transferable, non-perpetual, limited right to use and make available the Software to Customer's Authorized Named Users during the Term, subject to Section 2.2 below.
- 2.2. Restrictions on Software Use. This Agreement grants the Customer a limited right to access and use the Software for the number of Authorized Named Users indicated in Exhibit B. The Software is not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-subscribe the Software; (b) allow third parties to exploit the Software; (c) sub-license the Software, or (d) reverse engineer, decompile, or attempt to derive any of the Software's source code.

## **3. UPDATES AND SERVICE LEVELS.**

- 3.1. Provision of Updates and Maintenance: Provider shall maintain and update the Software as follows during the Term:
  - (a) Provider shall provide standard support and maintenance for the Software in accordance with Exhibit F. Customer Data shall be retained by Provider in accordance with Provider's standard Data Retention Policy pursuant to Exhibit G. Provider will routinely update the Software to address any security updates, bug fixes, or responsiveness matters quarterly or as is required pursuant to Section 3.2 below or otherwise. Provider may update the Software to add any new features or functions, incorporate any improved process changes, and/or implement any performance-enhancing modifications annually, if applicable ("Upgrades"). Pursuant to the payment of the fees set out in Section 4, Customer may elect to upgrade its current version of the Software once per calendar year, so long as Provider has made one or more Major Releases available during said year, and so long as Customer's subscription term is current, fully paid up, and in no way in default. Should Customer exercise this right, upon notice, Provider will first assess the impact any such Upgrade will have on the Customer's specific IT environment, solely considering Customers relevant APIs and any requested customizations. All other potential IT or business process impacts shall not be within the scope of said assessment. Provider will then provide a detailed report to customer identifying any costs, time, and materials necessary to effectuate any such Upgrade in light of those two items, and Customer shall then decide whether to implement the newer Software version. Any terms concerning the one-time charges

or fees associated with such an upgrade shall be set out in a subsequent Statement of Work. Upon completion of any such Software upgrade implementation, "Software" as defined herein shall then incorporate the version of SCM®SCM® to which the Customer has upgraded.

- (b) Should an Upgrade be required, Provider will promptly notify the Customer of any downtime and provide confirmation once functionality is restored pursuant to the terms of Section 3.2 below.
- (c) Each Upgrade will constitute an element of the Software and will be subject to this Agreement's terms regarding Software, including, without limitation, subscription, warranty, and indemnity terms.

3.2. Service Level Availability: Provider will use commercially reasonable efforts to make Software available with a Monthly Uptime Percentage of at least 99.95%, in each case during any monthly billing cycle or calculated as such if billed annually (the "Service Commitment"). The Service Commitment does not apply to any unavailability, suspension or termination of Software, or any other Software performance issues: (i) caused by factors outside of Provider's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Provider; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from any maintenance as provided for pursuant to this Agreement; or (vii) arising from Provider's suspension and termination of Customer's right to use Software in accordance with this Agreement (collectively, the "SEW SLA Exclusions").

#### 4. FEES.

4.1. Software Subscription Fees. All software subscription fees and any other applicable fees for the Initial Term of this Agreement, as set out in Exhibit B, shall be due upon the delivery of the Project Plan. If the initial term of this Agreement exceeds one (1) year, then Customer shall be invoiced for the first-year software subscription fees upon signing of this Agreement and annually thereafter upon the anniversary date of Production Deployment for the remaining term until the fees have been paid in full.

- (a) Customer agrees to make all payments to SEW within thirty (30) calendar days after receipt of invoice. Late invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If Customer's account is sixty (60) days or more overdue, SEW reserves the right with prior written notice to withhold performance of its obligations under this Agreement, without liability, until such payments are paid in full.
- (b) The software subscription fees as provided is only valid for the number of Authorized Named Users as specified in Exhibit B. Should Customer wish to add any additional Authorized Named Users during the Term of this Agreement or acquire additional features and modules, such may be purchased at an additional cost pursuant to the pricing terms provided in Exhibit B and Exhibit B-1. All pricing terms provided in Exhibit B and Exhibit B-1, including but not limited to, pricing for additional Authorized Named User licenses, add on modules, functionalities, and Additional Services, shall expire after one (1) year from the Production Deployment date, as determined in an applicable Statement of Work. Implementation fees for the Software shall also be noted in the Statement of Work.

4.2. Additional Services. The Software is compatible with additional optional services such as SMS text messaging services and IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by Provider to Customer upon the request of such services by Customer at the pricing and rates provided in Exhibit B-1. All invoices shall be subject to and paid according to Section 4.1(a) above.

(a) For SMS text messaging services, the SMS Short Code fee, along with the one-time implementation fee for setting up the service, shall be invoiced upon request of the SMS service by Customer. SMS short code fees shall be invoiced annually, while in-bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.

(b) For IVR services, the toll-free or local phone number fee shall be invoiced annually upon request of the IVR services from Customer and upon activation of same. In-bound and out bound connect fees, call recording, storage, and transcription fees shall be invoiced monthly for actual amount used.

## **5. Intellectual Property Rights & Feedback.**

5.1. Intellectual Property Rights in the Software. Provider retains all right, title, and interest in and to the Documentation and Software, including but not limited to, the Services and any Upgrades, as well as any related methodologies, techniques, processes, and instruction developed by Provider and used in the course of performing the Services (collectively "Provider IP") for Customer under this Agreement and an applicable Statement of Work. Nothing in this Agreement shall be construed to grant Customer any ownership rights, title, or interest in the Provider IP except to the extent of the limited subscription rights specifically set forth in Section 2.1. Customer recognizes that the Software and its components are protected by copyright and other laws. Customer shall not (and shall not allow or cause any third party to) reverse engineer, disassemble, alter, or otherwise translate the Software, Documentation, Services or Upgrades.

5.2. Feedback. Customer hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide license to use any Feedback (as defined below) Customer communicates to Provider during the Term, without compensation or any obligation to report on such use, and without any other restriction. Such rights shall include, without limitation, the right to exploit Feedback in any way and the right to grant sublicenses. Notwithstanding the provisions of Article 6 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Provider's products or services, including all intellectual property rights therein.)

## **6. CONFIDENTIAL INFORMATION.**

6.1. Confidential Information Defined. "Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other nonpublic, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after

disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

- 6.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. To that end, Provider acknowledges and agrees that Customer is a California public entity and is therefore subject to the provisions of the California Public Records Act. Customer may determine, in its sole discretion, that certain information, even if marked as confidential, must be disclosed under applicable law. Customer shall not in any way be liable or responsible for the disclosure of Confidential Information in response to a California Public Records Act request. If a request is submitted to Customer seeking information marked confidential then the City shall give Provider notice of the request, to allow the Provider to seek protection from disclosure by a court of competent jurisdiction, at Provider's sole expense. If Provider receives notice of any such legal or governmental demand for Customer's confidential information, then Provider shall provide Customer with prompt notice of the demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 6.3. Injunction. Recipient agrees that breach of this Article 6 would cause Discloser irreparable injury, for which monetary damages would be inadequate, and in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.
- 6.4. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.2 above (*Nondisclosure*) will terminate three (3) years from the expiration of this Agreement. Upon such termination, Recipient shall return all copies (excepting one (1) copy archived for purposes of Recipient's back-up processes) of Confidential Information to Discloser or certify, in writing, the destruction thereof.
- 6.5. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.
- 6.6. Indemnification. All confidentiality and non-disclosure requirements contained in this agreement are subject to the Customer's responsibilities under the California Public Records Act. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Customer may determine, in its sole discretion, that information is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," Customer shall provide Provider reasonable notice to allow Provider to seek protection from disclosure by a court of competent jurisdiction, at Provider's sole expense. The Customer shall not in any way be liable to Provider for the disclosure of information if such disclosure, in the

Customer's sole discretion, is required under the California Public Records Act. Provider shall defend, indemnify and hold harmless Customer from and against any all claims, including reasonable attorney's fees, arising from or connected with disclosure of Provider's information in response to a Public Records Act request.

## **7. DATA PRIVACY & SECURITY.**

7.1. Customer Data. Customer Data, which shall also be known and treated by Provider as Confidential Information (collectively "Customer Data"), shall include the following:

(a) Data collected, used, processed, stored, or generated by the Customer as the result of the use of the Software and the Services, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, interest in same is reserved to Customer. For all purposes of this Agreement, Customer shall be responsible for determining the manner in which any type of Customer Data will be collected, stored, and processed and the purpose for processing the information.

7.2. Provider Use of Customer Data. Customer hereby grants Provider a limited right to access, process, collect, store, generate, display, and use Customer Data for the sole purpose of providing the Software and Services to Customer. Provider shall keep and maintain Customer Data in strict confidence and shall not allow any third parties to use, disclose, or access Customer Data without Customer's prior written consent. Notwithstanding the foregoing, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at customer's expense.

7.3. Data Security. The Parties shall each be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Customer Data; protect against any anticipated threats or hazards to the security of Customer data, protect against unauthorized disclosure, access to, or use of Customer Data, ensure the proper disposal of Customer Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

7.4. Data Breach Notification. The Provider shall inform the Customer of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

a. Data Breach Response: The Provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the Customer should be handled on an urgent as-needed basis, as part of Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

c. Data Breach Reporting Requirements: If Provider has actual knowledge of a confirmed Data Breach that affects the security of any Customer content that is subject to applicable Data Breach notification law, the Provider shall (1) promptly notify the appropriate Customer identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

## **8. REPRESENTATIONS & WARRANTIES.**

### **8.1. From Provider.**

- (a) *Re: Function.* Provider represents and warrants that, during the Term, the Software will perform materially in accordance with its Software Specifications set forth in Exhibit A and pursuant to the service level targets in Section 3.2 above.
- (b) *Re: Intellectual Property Rights in the Software.* Subject to the next sentence, Provider represents and warrants that it owns the Software, and has the power and authority to grant the rights in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the conditions listed in Subsections **Error! Reference source not found.**(a) through **Error! Reference source not found.**(e) below. In the event of a breach of the warranty in this Subsection 8.1(b), Provider, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund the prorated SaaS subscription Fee paid for the Software for every month remaining in the Term, following the date after which Customer is required to cease use of the Software. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section **Error! Reference source not found.** below (*Indemnified Claims*), the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 8.1(b) and for potential or actual infringement by the Software.

8.2. **From Both Parties.** Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.

8.3. **Warranty Disclaimers.** Except for the express warranties in Sections 8.1 and 8.2 above, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized or specifically forbidden in the Specifications or Documentation or with hardware or software.

## **9. LIMITATION OF LIABILITY.**

9.1. **Liability Cap.** Provider's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fee paid by Customer within the twelve (12) months preceding the claim.

9.2. **Clarifications & Disclaimers.** THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND EVEN IF CUSTOMER'S REMEDIES

FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 9.2, Provider's liability will be limited to the maximum extent permissible by law. For the avoidance of doubt, Provider's liability limits apply to Provider's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

- 9.3. Exceptions to Limitation of Liability. Section 9.1 (*Liability Cap*) above does not apply to: (a) claims pursuant to Article 6.6 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

## **10. RENEWALS.**

- 10.1. Renewals. This Agreement shall automatically renew at upon the expiration of the Initial Term for one (1) year term intervals, unless terminated by Customer by providing written notice to Provider ninety (90) days prior to the expiration of the renewed term. Any renewal of the Services shall be provided accordingly to Provider's then current standard Maintenance and Support Plan.

## **11. MISCELLANEOUS.**

- 11.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 11.2. Taxes. Fees in Section 4.1 above do not include any applicable taxes. Customer shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) directly upon the Customer in relation to this Agreement.
- 11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, earthquakes, other acts of God or of nature, strikes or labor disputes, embargoes, or other causes beyond the performing party's reasonable control.
- 11.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's written consent. Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 11.5. Severability. To the extent permitted by law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach hereof will constitute a waiver of any other breach of this Agreement.
- 11.7. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 11.8. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will

constitute a single instrument.

11.9. Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

**12. Acceptance and Authorization**

Accepted by: <b>City of Santa Clara</b>	Accepted by: <b>Smart Energy Systems, LLC dba Smart Energy Water</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT E**  
**SEW SECURITY EXHIBIT**

SEW will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, SEW will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. SEW will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:

The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow-the-Sun model, unless otherwise prohibited in the SLC listed in this Exhibit F.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the

equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by SEW employees, jurisdictions and customers.

SEW shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

SEW will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

SEW will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

SEW shall provide a PCI compliant infrastructure for deployment within the data center. SEW's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the SEW applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network

resources and cardholder data

SEW will provide operational services to support the infrastructure and operating environment.

SEW shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, production, support and staging environments.

SEW shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

SEW contracts for warranty services. In the event that warranty services are required, SEW shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

SEW shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. SEW's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. SEW will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where we have the ability to stand up the SEW application stack and restore service.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), SEW shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. SEW will comply in a timely manner with such request, provided that Customer pays any and all unpaid amounts due to SEW.

The SEW system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new SEW Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central

administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

The Customer shall have the ability to import or export data in piecemeal at its discretion without interference from the service provider. SEW will provide the customer with a full database export on a quarterly basis at the request of Customer. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week.

SEW will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found, they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, SEW will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, SEW shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware

1. SEW will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. SEW will provide system redundancy.
2. SEW will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

SEW will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

SEW will perform the following tasks:

1. Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

2. Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
3. Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

SEW will provide a PCI-DSS compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. SEW will perform the following:
  - Provide the operational support processes required for up/down monitoring
  - Document and track all detected problems using the site problem management process
  - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. SEW shall provide skilled staff to support all operational support services at an SEW data center facility.
2. SEW will perform the following:
  - Perform systems operation functions such as power on/off and start/stop/reset device intervention
  - Monitor vendors on the SEW premise performing work maintenance or problem resolution work
  - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. SEW shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. SEW will perform the following:

- Install and maintain system-level software, such as operating system and other system-level products software requiring user access
- Monitor system software status and take necessary action to resolve any issues
- Perform operation system software tuning as required to maintain daily operations for SEW-provided services
- Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment within 30 days of release.
- Install patches per vendor instructions for security exposures deemed critical by the vendor within 30 days of release.
- Participate in the identification of connectivity and associated network problems
- Plan and implement necessary changes for the System
- Document and track all configuration management changes using the site change management process
- Provide problem escalation and interact as necessary with third-party suppliers

#### H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system.
2. SEW will perform the following:
  - Design and implement the backup Plan
  - Perform backups
  - Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service at the rate of \$125 per hour. Standard blended rate is \$150, per hour for all other professional service related activities.
  - Monitor backup processes and verification of successful completion
  - Adjust backup and restore plans as new components are added to the System

#### I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. SEW will perform to following:
  - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
  - Manage hardware and software maintenance requirements based on

- the manufacturer's recommended schedule
- Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
- Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

SEW will provide server management services.

K. Hardware Management

SEW will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

SEW will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

SEW will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

SEW will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

SEW will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems.

Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes.

Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

SEW will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

SEW will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

SEW will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. SEW will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

SEW will provide multiple ways to recover data:

Suspected error conditions will be investigated and corrected by SEW personnel at SEW'S offices to the extent possible. Onsite corrections shall be at the exclusive judgement of SEW at no additional cost to the User. User may, however, request that SEW conduct such investigations and travel to the location of the User at the User's request; User will pay SEW for reasonable travel and subsistence expenses. If SEW, in its reasonable judgment, determines that the suspected error condition was attributable to a cause other than an error in SEW'S Subscribed Service or an enhancement by SEW, the User will pay for SEW'S efforts on a time and materials basis.

SEW may provide the User with unsolicited error corrections or changes to the Subscribed Service, without additional charge, which SEW

determines are necessary for proper operation of its Subscribed Service, and User shall incorporate these corrections or changes into the Subscribed Service within 180 days of release by SEW. SEW will provide all documentation changes necessary as a result of changes to the software.

SEW will provide User all enhancements released by SEW as standard enhancements, and which are generally made available to other users purchasing comparable Subscribed Service during the term of this Agreement.

**EXHIBIT F**  
**SEW Standard Support Plan**

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## 1. Standard Production Support Plan

This standard plan covers the engagement model, roles and responsibilities, and service level expectations for the production support of Smart Energy Water (SEW) products for the utility ("Client").

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## 2. Support Plan Overview

- Production support begins at the end of the **30-day stabilization period** following solution deployment by SEW, and will continue for a period of 12 months, until the next annual renewal period.
  - SEW provides support to Client's designated business or information technology points of contact, who are in turn responsible for supporting the utility end customers.
  - Incident reporting is available 24 hours a day, 7 days a week, and 365 days a year for severity escalations beyond Severity 0. To report an incident, visit [help.smartenergywater.com](http://help.smartenergywater.com), email [support@smartenergywater.com](mailto:support@smartenergywater.com), or call 1-877-400-7077.
  - Client support is provided **during SEW business hours, which are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday** (excluding holidays), for Severity 1 - 4 incidents.
  - Upon receipt of a support request, SEW will assess Client's designated Incident Priority Level according to the definitions stated in Section 4 and will confirm with Client's designated point of contact.
  - SEW will respond to the request according to its Incident Priority Level in the Service Level Agreement (SLA) defined in Section 4. An initial response will indicate whether the issue has been replicated and confirmed, and a response of next step(s) will be provided to Client's designated point of contact. An incident resolution will indicate that the issue has been addressed and resolved, pending confirmation from Client's designated point of contact. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.
  - An assigned SEW client success manager will function as Client's single point of contact for all SEW support services under the plan.
  - After the initial Incident Priority Level assignment and confirmation, the issue will be addressed internally by SEW according to the process stated herein. An incident response will be entered into the SEW support portal and will be available to Client following incident resolution.
- 

## 3. Incident and Problem Management, and Service Levels

**Levels 1 and 2 Support.** Client shall be responsible for Levels 1 and 2 Support requirements.

Level 1 Support (Level 1) is defined as first-line support, including first level of utility contact such as a utility customer service representative or utility field office representative. Level 1 requests may include basic application navigation, functionality explanation, user and password management, and preliminary troubleshooting and issue analysis.

Level 2 Support (Level 2) is defined as second-line support for items which are escalated from Level 1. Level 2 support may be provided by Client staff, such as an application subject matter expert, system administrator, or technical support teams. Level 2 is responsible for assisting

Level 1 with technical issues, including preliminary technical troubleshooting, locked IP address resets, and other elevated administrative functions.

The following are Client responsibilities for Level 1 and Level 2:

- (a) provide training to Level 1 and Level 2 service desk personnel before new application or functionality related to SEW products is installed into production; and
- (b) follow proper escalation procedures from Level 1 to Level 2 and Level 2 to Level 3. Level 1 shall at no time contact Level 3 directly.

SEW shall be responsible for:

- (a) maintaining processes and/or authorized user documentation for SEW products to be able to resolve most Level 1 and Level 2 issues without requiring a transfer to specialized application support.
- (b) Level 3 support, when engaged through the proper channels (only by Level 2 personnel). See section below.

**Level 3 Support.** SEW will support Level 3 Support requirements. Specifically, SEW will:

- (a) provide Level 3 Support for SEW products including, advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting;
- (b) provide clearly defined points of contact, available as per the Software-as-a-Service (SaaS) or End User License (EULA) Agreement to receive and appropriately respond to notice of incidents from Level 2 personnel;
- (c) provide the Service Desks with specialized applications support and/or "on call" personnel who are responsible for Level 3 support and can be contacted via channels stated in Section 10 herein;
- (d) advise Level 2 personnel and other authorized users of the estimated time required to resolve the incident after being notified and the incident being diagnosed for root cause, with such resolution time being consistent with Client's SLA for service restoration;
- (e) provide status updates to Level 2 personnel and other authorized users during incident resolution; and,
- (f) provide support, advice, and assistance to Level 2 personnel in a manner consistent with Client's practices for the applications prior to the Commencement Date and non-programming activities in direct support of authorized users.

#### 4. Incident Prioritization and Response SLAs

The level of priority and response time will be determined based off the following incident classifications:

Incident Priority Level	Description	Initial Response Time
<b>Severity 4 (Critical)</b>	Catastrophic failure – all work has halted or a work stoppage is imminent. The application system is unavailable or unusable.	1 business hour
<b>Severity 3 (High)</b>	Application inoperable or data corrupted – an application in the system is not working or has limited capability and the problem significantly impacts Client. Or, data is corrupted and work must be stopped to avoid further corruption or loss of data.	4 business hours
<b>Severity 2</b>	Feature not working as documented – application issue that can	1 business

Incident Priority Level	Description	Initial Response Time
<b>(Standard)</b>	impact the user that does not stop the user from performing daily business for which there is a reasonable workaround.	day
<b>Severity 1 (Low)</b>	Informational question or cosmetic issue – problem or question with day-to-day operational issues, cosmetic problem with user interface, error in documentation.	3 business days
<b>Severity 0 (Trivial)</b>	Password resets, how to download, feature explanation, etc.	N/A

*Incident Priority Definition*

\*Should an incident qualify for more than one priority level, (e.g. a cosmetic issue that could have regulatory implications), the incident shall be classified into the strictest applicable category.

## 5. Incident Reporting

To report an incident, visit [help.smartenergywater.com](http://help.smartenergywater.com), email [support@smartenergywater.com](mailto:support@smartenergywater.com), or call 1-877-400-7077. Before reporting an incident to SEW/ Level 3 Support for any severity, the Client's Level 2 personnel must collect as much of the following information possible:

- Product and specific module (e.g. SCM > Billing Info)
- Reproducibility (is this issue reoccurring?)
- Severity (high, low, normal)
- Due date/time (see chart above)
- Platform and/or device type (e.g. iPad Air)
- OS and OS version (can be found in device settings)
- Description
- Steps to reproduce (what steps through the application did the user take to encounter this issue?)
- Screenshots (please collect screenshots of the error, if available)

## 6. SEW System Maintenance

The primary point of contact for the ongoing maintenance and support of the application is your client success manager. System maintenance is an undesired but necessary function of any IT system. SEW may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with Client at the start of a project implementation. Whenever possible, SEW will attempt to schedule planned system maintenance windows to coincide with Client's own IT system maintenance windows and between the hours of **6:00 a.m. to 5:00 p.m. Pacific Time**.

There may be some instances where updates may be required immediately or within a very short timeframe to maintain the security or functionality of SEW applications and services. In such cases, SEW will notify Client's designated point of contact of an unplanned system maintenance requirement and will work with Client to roll out the necessary changes during the earliest, mutually favorable time. SEW will promptly notify Client's designated point of contact of

any downtime and provide confirmation once full functionality is restored.

Utility end customers attempting to reach the portal URL or log into the mobile application during a planned or unplanned system maintenance window will receive a message substantially similar to:

*“Our site is currently unavailable while we perform maintenance and system upgrades. We apologize for any inconvenience caused and appreciate your patience. Please try again at a later time.”*

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## 7. SEW Enhancement Pack

After integration, an enhancement pack consists of modifications and/or other noteworthy improvements to existing product modules. Examples of enhancement packs include: adding a new feature or function to the existing solution, implementing business policy and/or process changes, and improving operational performance.

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## 8. SEW Device and OS Support

SEW WILL NOT be required to support its applications in the following circumstances:

- On operating systems that are no longer supported and/or regularly updated by their authors
- On hardware that is no longer supported by its manufacture

Maintenance for unsupported operating systems and/or hardware may be available to Client at an additional charge.

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## 9. Third Party Vendor Support and Troubleshooting Services

If SEW or Client identifies or reports an incident that reasonably necessitates third party-vendor intervention, SEW is eligible to invoice Client if additional troubleshooting support is requested and approved.

*Example: Third party vendor’s hardware is not properly configured to run SEW applications and ensuring operability requires technical support recourses from the third party. SEW may interface directly with third party at Client’s direction if Client does not wish to manage the issue themselves.*

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## 10. SEW Support Contact Information

Severity	SEW Representative	Email
1	SEW Client Product Support Call Center	<a href="mailto:support@smartenergywater.com">support@smartenergywater.com</a>
2	Nu Pho	<a href="mailto:nu.pho@smartenergywater.com">nu.pho@smartenergywater.com</a>
3	Kevin Hwang	<a href="mailto:kevin.hwang@smartenergywater.com">kevin.hwang@smartenergywater.com</a>
4	Aman Singha	<a href="mailto:aman.singha@smartenergywater.com">aman.singha@smartenergywater.com</a>

*Contact Information*

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## 11. Service Credits

### DEFINITIONS

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLA Exclusion.

“Service Level Credit” is a dollar credit, calculated as set forth below, that SEW may credit back to an eligible Customer account. Service Level Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as upfront payments) for the Service affected for the monthly billing cycle in which the Service was Unavailable.

“Unavailable” means, as applicable: (i) Customer is repeatedly unable to log into the Service and the issue is not resolved within the resolution times provided by SEW; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences complete lack of connectivity of external, public instances or sites lasting for more than five (5) minutes such that the Service is totally non-responsive and has no functionality, and SEW fails to restore the connectivity; (iv) Customer is unable to connect and sync mobile applications within the Service to SEW servers; and/or (v) Customer is unable to download or sync data from mobile applications within the Service to SEW servers. The foregoing events must be verifiable or replicable by SEW or its designee, and shall only count as an “unavailability” event if SEW fails to cure the incident within the Incident Prioritization and Response Time SLA provided above. Availability of SEW APIs, as separate from Service access, is expressly excluded from this SLA.

### SERVICE COMMITMENT

SEW will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.95%, in each calendar month of the Subscription Period (the “Commitment”). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Level Credit as described below.

### SCHEDULED & EMERGENCY MAINTENANCE

SEW will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. SEW will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours’ notice prior to Services unavailability due to planned maintenance. SEW’s standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time.

SEW will meet measurable standards for expected and reasonable system availability (up-time) as established under the Service Commitment above. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

SEW will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

SEW will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

## SERVICE CREDITS

System availability is measured by the following formula:

$$x = (n - y) * 100 / n$$

Notes: (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month. (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Tier	Service Availability	Percentage of Monthly Fees Credited
1	> 99.95% - < 99.5%	2%
2	99.5% - < 99.0%	5%
3	99.0% - < 95.0%	10%
4	95.0% - < 90.0%	15%

SEW will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from SEW. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by SEW to provide the Service is the receipt of a Service Level Credit (if eligible) in accordance with the terms of this SLA.

To receive a Service Level Credit, Customer must submit a claim to SEW. To be eligible, the credit request claim must be received by the SEW within thirty (30) days after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by SEW and is less than the Service Level Commitment, then SEW will issue the Service Level Credit to Customer within thirty (30) days following the month in which Customer's request is confirmed by SEW. Customer's failure to provide the request and other information as required above within the allocated timeframe will disqualify Customer from receiving a Service Level Credit.

## SLA EXCLUSIONS

The Service Level Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of SEW's

reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of SEW's best practice recommendation(s), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User or any actions or inactions of Customer and any third parties ; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within SEW's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, SEW may issue a Service Level Credit with consideration to pertinent factors as assessed by SEW in its sole discretion.

**EXHIBIT G**  
**SEW Data Retention Policy**

Data Type		Duration
Usage	Monthly read	24 months
	Daily read	12 months
	Hourly read	6 months
	15 minute read	3 months
Billing data/Summary		24 months
User behavior		12 months
Notifications	Text Message, IVR, Email logs	6 months
Audit logs		6 months
Bill PDF Storage	* Add-on feature	12 months
Outage		12 months



## Agenda Report

21-1049

Agenda Date: 10/26/2021

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Amendments to Agreements with Smart Energy Systems, Inc. and InfoSend, Inc. for a Customer Service Portal and Bill Print and Mail Services, respectively

#### **COUNCIL PILLAR**

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### **BACKGROUND**

The Municipal Services Division of the Finance Department (“Division”) is responsible for measuring water/electric consumption, generating accurate bills, collecting revenue, and providing customer service for the City’s utility customers. The Division utilizes a utility billing system that integrates with, and are dependent on, several applications to manage and streamline its operation including meter data management, bill print and delivery, payment collection, and customer service.

The Division is currently managing several projects to streamline operations, improve customer service, and replace end-of-life systems. Such projects include upgrading the Utility Billing System, Customer Self-Service Portal and Municipal Services Contact Center System, and replacing the end-of-life meter reading and cashiering systems. Others include providing support to external projects impacting the Division’s operations, such as the transition of banking services to JPMorgan Chase, replacement of the City’s permit system, and sunset of the SVP Green Power Residential Project.

The purpose of this report is to request authorization to amend agreements with Smart Energy Systems, Inc. for an online Customer Self-Service Portal and InfoSend, Inc. for bill print and mail services to extend the term and increase maximum compensation.

#### **DISCUSSION**

##### **Smart Energy Systems**

On December 11, 2018, the City Council approved an agreement with Smart Energy Systems, Inc. (Agreement) for the purchase and implementation of a new cloud-hosted Customer Self-Service Portal for Electric, Water, Sewer, and Solid Waste Disposal utility services for residents and businesses. The Agreement was the outcome of a competitive Request for Proposal (RFP) pursuant to the City’s purchasing rules. The Agreement expires on December 21, 2021.

The new portal will replace the existing, outdated self-service portal, enhancing the customer self-service experience, streamlining the online payments of utility services, and improving customer communication and education. Implementation of the new portal was dependent on the completion of the Utility Billing System upgrade, which was delayed due to unforeseen changes needed to the

system to address backlogs in billing due to automated meter installations and resource constraints. Multiple projects driven by utility stakeholders requiring immediate assistance from key Finance staff, and COVID-19 Shelter in Place which suspended work on the project due to the emergency order to provide essential only services during the pandemic. The Utility Billing System upgrade went live in late summer 2021 and the issues associated with automated meter installations have been resolved; therefore, work can continue to complete implementation of the system, which is expected later this year/early next year.

The proposed Amendment No. 1 will extend the initial term of the agreement by three years, ending on December 21, 2024 to allow sufficient time to complete implementation of the system. Amendment No.1 will also increase the maximum compensation by \$396,194 for a revised not-to-exceed amount of \$1,653,343. Although behind schedule, system implementation is on budget per the original contract. The additional compensation is required to support the revised number of meter accounts and transactions as demonstrated in the table below:

<b>Cost Elements</b>	<b>Original Amount</b>	<b>Amended Amount</b>
System Implementation (including travel expenses)	\$144,350	\$141,350
Software Subscription (based on the number of meter accounts)	\$510,390	\$761,993
Transactions-Based Fees (inbound/outbound text notifications, Interactive Voice Response, debit/credit card processing fees, electronic check payment processing fees, etc.)	\$602,409	\$750,000
<b>Total</b>	<b>\$1,257,149</b>	<b>\$1,653,343</b>

The total cost for software licenses and number of transactions are forecast by staff and may change over the term of the agreement. Additionally, staff anticipates future changes to the system may be required in order to stay current with evolving payment technologies and customer service requirements. Therefore, staff is also requesting authority to execute future amendments to implement changes to the system that may be required and allow for ongoing use and support of the system.

After the initial term, price adjustments are capped at the lesser amount of 3% or the percent increase in the Consumer Price Index (CPI). Pass-through fees are not subject to the aforementioned cap and must be supported by a formal request justifying the increase.

### InfoSend

In 2017, staff conducted a competitive procurement process resulting in the recommendation of award to InfoSend, Inc. which was approved by the City Council. The agreement with InfoSend terms out on June 30, 2022, inclusive of Amendments No. 1 and 2 that extended the agreement by two years from the three-year initial term.

As discussed in the Background section, the support of numerous projects was already putting a significant workload on staff prior to the COVID-19 pandemic. The impacts of COVID-19 further

added to the Division's workload and shifting priorities. COVID-19 related actions included staffing the drive-up window, as well as implementing programs such as the California Arrears Payment Program as mandated by the State of California to provide relief to households experiencing financial hardships due to the economic impacts of the pandemic.

Staff is recommending extending the term of the agreement with InfoSend for two additional years, ending in June 2024, which will allow the Division to focus its resources on higher priority work. Prior to June 2024, staff will conduct a competitive procurement process to assess the market for this service.

The maximum compensation under the current agreement is \$1,700,000, which reflects an average annual spend of \$340,000 to print and mail approximately 60,000 invoices per month. Amendment No. 3 to the Agreement will increase compensation by \$680,000 for a revised not-to-exceed maximum compensation amount of \$2,380,000.

Compensation under the agreement is based on a unit cost for data processing, printing, and mailing. InfoSend has requested a 2.2% increase for the extended term effective July 1, 2022 through June 30, 2024. Staff has determined that this request is reasonable based on the Consumer Price Index annual increase of 3.7%.

### **ENVIRONMENTAL REVIEW**

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

#### **Agreement with Smart Energy Systems, Inc. for a Customer Self-Service Portal**

Funding is provided in the FY 2021/22 Adopted Capital Improvement Budget in the Utility Management Information Systems (UMIS) Enhancements Project budgeted in the General Government Capital Fund. The FY 2021/22 project budget is sufficient to cover the project cost, including the \$396,194 in additional cost.

#### **Agreement with InfoSend, Inc. for Bill Print and Mail Services**

The Municipal Services Division in the Finance Department has sufficient funding in the FY 2021/22 & 2022/23 Adopted Biennial Operating Budget to cover the estimated annual cost of \$340,000. Funding for future years is subject to Council appropriations.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

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

**RECOMMENDATION**

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Smart Energy Systems, Inc. for a cloud-hosted Customer Self-Service Portal to extend the term of the agreement by three years ending on December 31, 2024 and increase maximum compensation by \$396,194 for a revised not to exceed amount of \$1,653,343, subject to the appropriation of funds;
2. Authorize the City Manager to execute future amendments to the agreement with Smart Energy Systems, Inc. to extend the term and adjust compensation in the event staff's estimates of usage are exceeded and to cover any changes to system requirements, subject to the appropriation of funds; and
3. Authorize the City Manager to execute Amendment No. 3 to the Agreement with InfoSend, Inc. for Bill Print and Mail Services to extend the term of the agreement by two years ending on June 30, 2024, and increase maximum compensation by \$680,000 for a revised not to exceed amount of \$2,380,000, subject to the appropriation of funds.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

2. 2018 Agreement with Smart Energy Systems, Inc.
2. Amendment No. 1 to the Agreement with Smart Energy Systems, Inc.
3. 2017 Agreement with InfoSend, Inc.
4. Amendment No. 1 to the Agreement with InfoSend, Inc.
5. Amendment No. 2 to the Agreement with InfoSend, Inc.
6. Amendment No. 3 to the Agreement with InfoSend, Inc.

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, INC.**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), and Smart Energy Systems, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC, dated December 22, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal, and the Parties now wish to amend the Agreement to (a) assign the agreement to Smart Energy Systems, Inc., (b) extend the term of the Agreement through December 31, 2024 for a revised not-to-exceed amount of \$1,653,343, and (c) add one-year options to extend the agreement as may be required, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. All references to "Smart Energy Systems, LLC dba Smart Energy Water" in this Agreement shall be replaced with "Smart Energy Systems, Inc." All rights and obligations of the City and of the Contractor under this Agreement are unaffected by this assignment.
- 2. Section 2 of the Agreement, entitled "Term of Agreement", is amended to read as follows:
  - A. **Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence on December 11, 2018 and terminate on December 31, 2024 (Initial Term), inclusive, subject to the provisions of Section 7 (Termination).

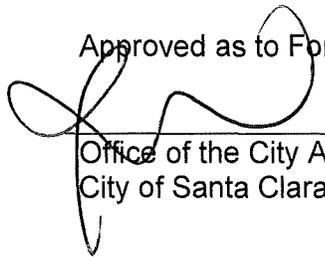
- B. **Options to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for additional one-year terms ("Option Periods") based on the same terms and conditions, subject to compensation adjustments as set forth in First Revised Exhibit B and appropriation of funds.
3. Section 6 of the Agreement, entitled "Compensation and Payment", is amended to read as follows:

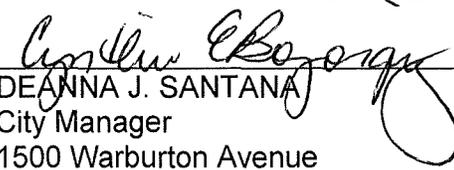
In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with First Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in First Revised Exhibit B, which is subject to budget appropriations and 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 without a valid amendment.

4. Section I (Project Duration and Timeline) of Exhibit A, entitled "Scope of Subscribed Services", is hereby amended by deleting the column "Payment Due" in the table.
5. Exhibit B of the Agreement, entitled "Schedule of Fees", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.
6. Exhibit B-1 of the Agreement, entitled "Detailed Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B-1, attached and incorporated into this Amendment No. 1.
7. Exhibit D of the Agreement, entitled "Software as a Service Subscription Agreement", is amended as follows:
- a. Section 1.5 is amended to read as follows: "Initial Term" shall have the same meaning as set forth in Section 2 of the Agreement.
  - b. Section 1.9 is amended to read as follows: "Software" means Provider's SCM software and shall include only the modules specified in Exhibit A or Change Order thereto.
  - c. Section 10 (Renewals) is hereby deleted in its entirety.
8. 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.

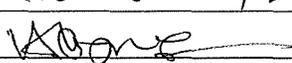
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_  
  
Office of the City Attorney  
City of Santa Clara

Dated: 11/10/2021  
\_\_\_\_\_  
  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SMART ENERGY SYSTEMS, INC.**  
a Delaware corporation

Dated: October 07, 2021  
By (Signature): \_\_\_\_\_  
  
Name: Harman Sandhu  
Title: President  
Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100  
Irvine, CA 92618  
Email Address: harman.sandhu@sew.ai  
Telephone: (909) 217-3344  
Fax: (909) 614-7125

"CONTRACTOR"

**FIRST REVISED EXHIBIT B  
SCHEDULE OF FEES**

**1. TOTAL MAXIMUM COMPENSATION**

The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Six Hundred Fifty-Three Thousand Three Hundred Forty-Three Dollars (\$1,653,343)** during the Initial Term, subject to the appropriation of funds. Any additional products or services requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

**2. SYSTEM INSTALLATION AND DATA INTEGRATION SERVICES**

Contractor shall provide system installation and data integration services as outlined in Sections G – M of Exhibit A (Scope of Subscribed Services) for a fixed fee of \$124,350. Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms as detailed in Table B1, following acceptance of designated milestones. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

**Table B1: System Installation and Data Integration Fee Breakdown/Payment Schedule**

<b>System Installation and Data Integration Services</b>	<b>Amount</b>
<b>Fee Breakdown</b>	
SCM® - Customer Web Portal and Mobile Platform V7.0	\$49,500
Outage Module with Outage Notifications	\$8,500
SCM® - Enterprise Web Portal and Platform V2.4	\$17,500
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0
Hosting	\$0
Maintenance & Support	\$0
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$9,700
SMS Text Notifications	\$9,500
IVR Notifications	\$7,800
Smart Mobile Workforce – Service Module V5.1 (optional)	\$8,650
SCM® - Smart Home Module (optional)	\$13,200
<b>Total</b>	<b>\$124,350</b>
<b>Payment Schedule</b>	
Milestone No. 1 (25%)	\$31,087.50
Milestone No. 2 (25%)	\$31,087.50
Milestone No. 3 (15%)	\$18,652.50
Milestone No. 4 (15%)	\$18,652.50
Milestone No. 5 (10%)	\$12,435.00
Milestone No. 6 (10%)	\$12,435.00
<b>Total Payments</b>	<b>\$124,350.00</b>
The additional amount of \$17,000 for travel expenses will be billed as expenses are incurred.	

**3. ANNUAL SOFTWARE SUBSCRIPTION SERVICES**

- 3.1. The amounts in Table B2 are based upon fees as outlined in First Revised Exhibit B-1, Detailed Fee Schedule. Any changes in volume over and above the amounts listed under the Notes column may result in additional fees and require revisions to the Total Maximum Compensation.

<b>Table B2: Annual Software Subscription Fee</b>	
<b>Description</b>	<b>Amount</b>
Year 1 Software Subscription	\$132,830
Year 1 Credit (Applied in Year 2)	-\$57,117
Year 2 Software Subscription (End of UAT +12 months)	\$228,760
Year 3 Software Subscription (Anniversary of end of UAT date)	\$228,760
Year 4 Software Subscription (second Anniversary of end of UAT date)	\$228,760
<b>Total</b>	<b>\$761,993</b>

- 3.2. City shall be invoiced for the first-year software subscription fees upon signing of the Agreement and annually thereafter upon the anniversary date of Production Deployment.
- 3.3. City and Contractor shall assess the number of meter accounts prior to each annual invoice. Contractor shall base the upcoming invoice on the number of meter accounts assessed. If the number of meter accounts exceeds 20% of the previous year, Contractor may prorate any amounts due. Contractor must provide a detailed reconciliation report to the City for any prorations.
- 3.4. City shall prepay a year in advance for the Software Subscription Services provided under this Agreement. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination.

**4. TRANSACTION-BASED FEES**

- 4.1. Any changes in volume over and above the assumptions may result in additional fees and require revisions to the Total Maximum Compensation.

<b>Table B3: Transaction-Based Fees</b>	
<b>Description</b>	<b>Amount</b>
Year 1	///////
Year 2 (End of UAT +12 months)	\$250,000
Year 3 (Anniversary of end of UAT date)	\$250,000
Year 4 (second Anniversary of end of UAT date)	\$250,000
<b>Total</b>	<b>\$750,000</b>

- 4.2. Contractor will invoice the City on a monthly basis in arrears or annually, as set forth in First Revised Exhibit B-1.

## **5. RENEWAL PERIOD COMPENSATION**

- 5.1.** Pursuant to Section 2.B of the Agreement, the City reserves the right to extend the term of this Agreement after the Initial Term for additional one-year terms ("Option Periods").
- 5.2.** After the Initial Term, increases in the rates shall be capped at the lesser amount of 3% or the Consumer Price Index, unless otherwise approved by the City. The unit prices listed in First Revised Exhibit B-1 serve as the baseline for the recurring fees to be charged during any Option Periods.

## **6. ADDITIONAL SERVICES AND SOFTWARE PRODUCTS**

- 6.1.** The City may, from time to time, request in writing that Contractor perform a service or provide additional software products to ensure the system continues to meet the City's requirements. Upon Contractor's receipt of City's request, Contractor shall promptly provide City with a written quote. Upon City's written approval of the quote, Contractor shall perform such services or provide the additional software product.
- 6.2.** Notwithstanding the foregoing, Contractor shall not perform any additional services and/or provide additional products requested by the City that would exceed the Total Maximum Compensation.

**FIRST REVISED EXHIBIT B-1  
DETAILED FEE SCHEDULE**

This Exhibit provides the fee rates that Contractor may charge the City for services and products with regard to the use of the software. The City may modify this Exhibit to add/delete services and products as may be required. Such changes shall require no modification of the Agreement if the Total Maximum Compensation is not exceeded.

The unit prices set forth in the tables below shall be fixed for the Initial Term of the Agreement.

In the event the rates charge by Contractor's third-party provider for any pass-through fees exceed the increase in the CPI after the Initial Term, Contractor may pass through such increase to the City. All price increases that exceed the increase in the CPI must be supported by documentation from the third-party provider or a formal cost justification letter from Contractor.

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SCM® - Customer Web Portal and Mobile Platform <b>V10.0</b>	\$115,716	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$20,404	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$31,533	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	Hosting for two years' worth of data
Maintenance & Support	\$0	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$38,488	For 86,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SMS Text Notifications	\$420	Annual fee for Text Notification
IVR Dialer System	\$5,900	Annual Fee for IVR Notifications
Random Short Code	\$16,000	Provides Random Short Code to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Short Code Available at \$22,800 Annual
IVR Toll Free Number	\$299	Annual Fee to provides Toll Free Number for Outbound / Inbound Calls
<b>Options:</b>		
Smart Mobile Workforce – Service Module V5.1	\$10,000	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$12,000	For 86,000Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$10,000	\$500 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$19,000	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English)
We Smart Basic Chatbot	\$39,000	AI, natural language processing, machine learning-based responses. Pre-programmable responses.
We Smart Advanced Chatbot	\$59,000	WeSmart Basic + Customer Account specific automated interactions with SCM Billing, Usage, Outage, and Service modules.
<b>Meter Tiers</b>		<b>Blended Fee Per Meter</b>
0-100,000		\$2.66
100,001-150,000 (10% discount from prior bucket)		\$2.39
150,001-200,000 (10% discount from prior bucket)		\$2.15

<b>Table B1-B Monthly/Usage/Transaction-Based Fee Schedule</b>		
<b>Service</b>	<b>Type</b>	<b>Unit Fee</b>
SMS Text Notifications (Inbound)	per message	\$0.003
SMS Text Notifications (Outbound)	per message	\$0.008
IVR Toll Free (Inbound)	per minute	\$0.030
IVR Toll Free (Outbound)	per minute	\$0.020
Up to 1,000,000 Emails Per Month	base fee	\$875.000
<b>Debit/Credit Card Processing Fees</b> for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)
<b>Debit/Credit Card Processing Fees</b> for <u>In-Office Payments</u>	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)
<b>Echecks</b> Processing Fees for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	\$0.50 Per Transaction up to \$25,000 \$0.50 + 0.15% Per Transaction over \$25,000 Includes One-Time Payment and Recurring
<b>24 Hour IVR</b> - English and Spanish	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Return Check Fee</b>	per check	\$1.00
<b>Chargeback Fees</b>	per chargeback	\$4.95
<b>Text-and-Pay</b>	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Agent Assisted Payments and Technology Support for Citizens</b> (9:00 AM to 5:00 PM PST)	Per Agent Per Month	\$95

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, INC.**

**PREAMBLE**

This Amendment No. 2 ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City"), and Smart Energy Systems, Inc., a Delaware corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC", dated December 22, 2018 ("Agreement");
- B. The Agreement was amended by Amendment No. 1, dated November 10, 2021. The Agreement as amended by all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal, and the Parties now wish to amend the Agreement as Amended to change the fees governing commercial credit card transactions.

NOW, THEREFORE, the Parties agree as follows:

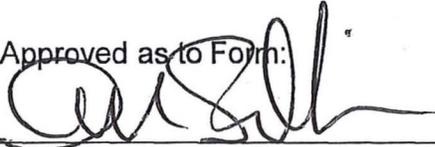
**AMENDMENT TERMS AND CONDITIONS**

- 1. Exhibit B-1 of the Agreement as Amended, entitled "Detailed Fee Schedule" is hereby deleted in its entirety and amended and restated to read as set forth in that certain Second Revised Exhibit B-1, attached hereto.
- 2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:



**GLEN R. GOOGINS**  
City Attorney

Dated: \_\_\_\_\_

6/30/23



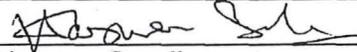
**JÖVAN D. GROGAN**  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SMART ENERGY SYSTEMS, INC.**

a Delaware corporation

Dated: June 14, 2023

By (Signature): 

Name: Harman Sandhu

Title: President

Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100  
Irvine, CA 92618

Email Address: harman.sandhu@sew.ai

Telephone: (909) 217-3344

Fax: (909) 614-7125

"CONTRACTOR"

**SECOND REVISED EXHIBIT B-1  
DETAILED FEE SCHEDULE**

This Exhibit provides the fee rates that Contractor may charge the City for services and products with regard to the use of the software and/or services provided. The City may modify this Exhibit to add/delete services and products as may be required. Such changes shall require no modification of the Agreement if the Total Maximum Compensation is not exceeded.

The unit prices set forth in the tables below shall be fixed for the Initial Term of the Agreement.

In the event the rates charge by Contractor's third-party provider for any pass-through fees exceed the increase in the CPI (Consumer Price Index - West Region, as published by the U.S. Bureau of Labor after the Initial Term, Contractor may pass through such increase to the City. All price increases that exceed the increase in the CPI must be supported by documentation from the third-party provider or a formal cost justification letter from Contractor.

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SCM® - Customer Web Portal and Mobile Platform <b>V10.0</b>	\$115,716	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$20,404	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$31,533	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	Hosting for two years' worth of data
Maintenance & Support	\$0	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$38,488	For 86,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SMS Text Notifications	\$420	Annual fee for Text Notification
IVR Dialer System	\$5,900	Annual Fee for IVR Notifications
Random Short Code	\$16,000	Provides Random Short Code to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Short Code Available at \$22,800 Annual
IVR Toll Free Number	\$299	Annual Fee to provides Toll Free Number for Outbound / Inbound Calls
<b>Options:</b>		
Smart Mobile Workforce – Service Module V5.1	\$10,000	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$12,000	For 86,000Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$10,000	\$500 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$19,000	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English)
We Smart Basic Chatbot	\$39,000	AI, natural language processing, machine learning-based responses. Pre-programmable responses.
We Smart Advanced Chatbot	\$59,000	WeSmart Basic + Customer Account specific automated interactions with SCM Billing, Usage, Outage, and Service modules.
<b>Meter Tiers</b>		<b>Blended Fee Per Meter</b>
0-100,000		\$2.66
100,001-150,000 (10% discount from prior bucket)		\$2.39
150,001-200,000 (10% discount from prior bucket)		\$2.15

<b>Table B1-B Monthly/Usage/Transaction-Based Fee Schedule</b>		
<b>Service</b>	<b>Type</b>	<b>Unit Fee</b>
SMS Text Notifications (Inbound)	per message	\$0.003
SMS Text Notifications (Outbound)	per message	\$0.008
IVR Toll Free (Inbound)	per minute	\$0.030
IVR Toll Free (Outbound)	per minute	\$0.020
Up to 1,000,000 Emails Per Month	base fee	\$875.000
<b>Debit/Credit Card Processing Fees</b> for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)
		Interchange +\$0.05 per Transaction (AmEx)
<b>Debit/Credit Card Processing Fees</b> for <u>In-Office Payments</u>	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)
		Interchange +\$0.05 per Transaction (AmEx)
<b>Echecks</b> Processing Fees for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	\$0.50 Per Transaction up to \$25,000 \$0.50 + 0.15% Per Transaction over \$25,000 Includes One-Time Payment and Recurring
<b>24 Hour IVR</b> - English and Spanish	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Return Check Fee</b>	per check	\$1.00
<b>Chargeback Fees</b>	per chargeback	\$4.95
<b>Text-and-Pay</b>	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Agent Assisted Payments and Technology Support for Citizens</b> (9:00 AM to 5:00 PM PST)	Per Agent Per Month	\$95

<b>Table B1-C Commercial Accounts Transaction-Based Fee Schedule</b>			
<b>Service</b>	<b>Transaction Fee</b>	<b>Invoice Timing</b>	<b>Transaction Limit</b>
All Visa, Mastercard, American Express, Discover Card Processing for Commercial Accounts	2.89%	N/A (paid by payee at processing)	\$100,000 (only applies to Mass Market accounts, not Enterprise)

For transaction fees in Table B1-C, Contractor may increase any and all fees related to payment services one time (at any time) each 12-month period upon 30 days written notice to City; provided that, such increase shall not exceed the higher of (i) 5% or (ii) the percentage change in the Consumer Price Index, West Region, as published by the U.S. Bureau of Labor.

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, INC.**

**PREAMBLE**

This Amendment No. 3 ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City"), and Smart Energy Systems, Inc., a Delaware corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC", dated December 22, 2018 ("Agreement");
- B. The Agreement was amended by Amendment No. 1, dated November 10, 2021, and Amendment No. 2, dated June 30, 2023. The Agreement as amended by all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal, and the Parties now wish to amend the Agreement as Amended to add services for agent assisted payments.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Exhibit A of the Agreement is hereby amended by the addition of Section N (Agent Assisted Payments) which is attached hereto and incorporated in the Agreement as Amended.
- 2. Exhibit B-1 of the Agreement as Amended, entitled "Detailed Fee Schedule" is hereby deleted in its entirety and amended and restated to read as set forth in that certain Third Revised Exhibit B-1, attached hereto.
- 3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated:

12/5/23



GLEN R. GOOGINS  
City Attorney

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”

**SMART ENERGY SYSTEMS, INC.**  
a Delaware corporation

Dated: 11/6/2023

By (Signature):



Name: Harman Sandhu

Title: President

Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100  
Irvine, CA 92618

Email Address: harman.sandhu@sew.ai

Telephone: (909) 217-3344

Fax: (909) 614-7125

“CONTRACTOR”

**EXHIBIT A  
SCOPE OF SUBSCRIBED SERVICES**

**N. Agent Assisted Payments**

- a) Contractor shall provide training to the City's live agents on the process of transferring a customer to IVR or receiving a customer's call back from the payment call center. A customer can then elect to make a payment via IVR or speak to a payment telephone agent to make a payment.
- b) Contractor shall provide its payment telephone agents all necessary training to assist customers in making credit card and ACH payments via telephone. Contractor shall develop a script, with City's approval, to be used by payment telephone agents. Phone center is PCI Level 1 compliant and complies with United States E-Verify.
- c) Contractor shall provide a monthly report with live agent call statistics.
- d) Live payment telephone agents will be available to assist customers in making credit card and ACH payments via telephone Monday through Friday, 8:00 AM to 5:00 PM Pacific Time.
- e) Contractor shall provide a phone number for the live agent center.
- f) City shall redirect the IVR option for agent assisted payments to the number provided by Contractor.

**THIRD REVISED EXHIBIT B-1  
DETAILED FEE SCHEDULE**

This Exhibit provides the fee rates that Contractor may charge the City for services and products with regard to the use of the software and/or services provided. The City may modify this Exhibit to add/delete services and products as may be required. Such changes shall require no modification of the Agreement if the Total Maximum Compensation is not exceeded.

The unit prices set forth in the tables below shall be fixed for the Initial Term of the Agreement.

In the event the rates charge by Contractor's third-party provider for any pass-through fees exceed the increase in the CPI (Consumer Price Index - West Region, as published by the U.S. Bureau of Labor after the Initial Term, Contractor may pass through such increase to the City. All price increases that exceed the increase in the CPI must be supported by documentation from the third-party provider or a formal cost justification letter from Contractor.

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
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SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
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<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
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<b>Options:</b>		
Smart Mobile Workforce – Service Module V5.1	\$10,000	For 10 Utility Field Workers, Includes Following Modules: Service
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Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$10,000	\$500 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$19,000	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English)
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<b>Meter Tiers</b>		<b>Blended Fee Per Meter</b>
0-100,000		\$2.66
100,001-150,000 (10% discount from prior bucket)		\$2.39
150,001-200,000 (10% discount from prior bucket)		\$2.15

Table B1-B Monthly/Usage/Transaction-Based Fee Schedule		
Service	Type	Unit Fee
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SMS Text Notifications (Outbound)	per message	\$0.008
IVR Toll Free (Inbound)	per minute	\$0.030
IVR Toll Free (Outbound)	per minute	\$0.020
Up to 1,000,000 Emails Per Month	base fee	\$875.000
<b>Debit/Credit Card Processing Fees</b> for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)
<b>Debit/Credit Card Processing Fees</b> for <u>In-Office Payments</u>	per transaction	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover)  Interchange +\$0.05 per Transaction (AmEx)
<b>Echecks</b> Processing Fees for Portal, Mobile, Text to Pay, IVR and Agent Assisted	per transaction	\$0.50 Per Transaction up to \$25,000 \$0.50 + 0.15% Per Transaction over \$25,000 Includes One-Time Payment and Recurring
<b>24 Hour IVR</b> - English and Spanish	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Return Check Fee</b>	per check	\$1.00
<b>Chargeback Fees</b>	per chargeback	\$4.95
<b>Text-and-Pay</b>	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above

Table B1-C Commercial Accounts Transaction-Based Fee Schedule			
Service	Transaction Fee	Invoice Timing	Transaction Limit
All Visa, Mastercard, American Express, Discover Card Processing for Commercial Accounts	2.89%	N/A (paid by payee at processing)	\$100,000 (only applies to Mass Market accounts, not Enterprise)

For transaction fees in Table B1-C, Contractor may increase any and all fees related to payment services one time (at any time) each 12-month period upon 30 days written notice to City; provided that, such increase shall not exceed the higher of (i) 5% or (ii) the percentage change in the Consumer Price Index, West Region, as published by the U.S. Bureau of Labor.

<b>Table B1-D Live Agent Services</b>			
<b>Description of Services</b>	<b>Monthly Fees</b>	<b>Invoice Timing</b>	<b>Notes</b>
<b>Agent Assisted Payments</b>	<b>Tier 1:</b>  \$4,000 per month (includes 3,000 operator minutes)  \$1.50 per minute over 3,000 operator minutes	Monthly  *Invoicing of monthly fees for Agent Assisted Payments shall commence upon go live of the solution.	Training and implementation included.
	<b>Tier 2:</b>  \$5,750 per month (includes 4,500 operator minutes)  \$1.50 per minute over 4,500 operator minutes		
	<b>Tier 3:</b>  \$7,550 per month (includes 6,000 operator minutes)  \$1.50 per minute over 6,000 operator minutes		

**AMENDMENT NO. 4  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, INC.**

**PREAMBLE**

This Amendment No. 4 is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Smart Energy Systems, Inc., a Delaware corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC", dated December 22, 2018 ("Agreement") for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal;
- B. The Agreement was amended by Amendment No. 1, dated November 10, 2021, Amendment No 2, dated June 30, 2023, and Amendment No. 3, dated December 5, 2023, and is again amended by this Amendment No. 4. The agreement as amended and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term through March 31, 2025.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement as Amended, entitled "Term of Agreement", is amended to read as follows:
  - A. Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence on December 11, 2018 and terminate on March 31, 2025 (Initial Term), inclusive, subject to the provisions of Section 7 (Termination).
  - B. Options to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for additional one-year

terms ("Option Periods") based on the same terms and conditions, subject to compensation adjustments as set forth in First Revised Exhibit B and appropriation of funds.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: 11/9/25

  
\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

  
\_\_\_\_\_  
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"

**SMART ENERGY SYSTEMS, INC**  
A Delaware corporation

12/23/2024

Dated: \_\_\_\_\_

By (Signature):   
\_\_\_\_\_

Name: Harman Sandhu

Title: President

Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100  
Irvine, CA 92618

Email Address: [Harman.sandhu@sew.ai](mailto:Harman.sandhu@sew.ai)

Telephone: (909) 217-3344

Fax: (909) 614-7215

"CONTRACTOR"

**AMENDMENT NO. 5  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SMART ENERGY SYSTEMS, INC.**

**PREAMBLE**

This Amendment No. 5 is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Smart Energy Systems, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC”, dated December 22, 2018 (Agreement) for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal;
- B. The Agreement was amended by Amendment No. 1, dated November 10, 2021, Amendment No. 2, dated June 30, 2023, Amendment No. 3, dated December 5, 2023, Amendment No. 4, dated January 9, 2025, and is again amended by this Amendment No. 5. The agreement as amended and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term through January 31, 2026 and, update compensation terms, and update exhibits.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. This Agreement as Amended, originally effective as of December 22, 2018, is hereby amended to apply retroactively from March 31, 2025 to January 31, 2026. The parties agree that all terms, conditions, rights, and obligations set forth in this Agreement as Amended shall be deemed to have been in continuous effect from March 31, 2025, ensuring uninterrupted application as if the Agreement as Amended had not expired. The parties acknowledge and agree that the retroactive application of this Agreement as Amended is intended to preserve the continuity of their contractual relationship and to avoid any legal or practical disruptions that may have arisen due to the expiration of the original Agreement.

2. Section 2 of the Agreement as Amended, entitled “Term of Agreement”, amended to read as follows:

**A. Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence on December 11, 2018 and terminate on January 31, 2026 (Initial Term), inclusive, subject to the provisions of Section 7 (Termination).

**B. Option to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of the Agreement for one additional year for the period commencing February 1, 2026 through January 31, 2027 (“Option Period”) based on the same terms and conditions, subject to compensation adjustments as set forth in the Fourth Revised Exhibit B-1 and appropriation of funds. In the event City elects to extend the term for the Option period, City shall provide written notice to Contractor at least ninety (90) days prior to the end of the Initial Term.

3. Section 7.A of the Agreement as Amended, entitled “Termination for Convenience” is deleted in its entirety and replaced with the following”

**A.** Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement will constitute an obligation of future legislative bodies of the City to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, City will pay Contractor for any Services performed in accordance with this Agreement up to the date of termination, according to the rates set forth the in the Fourth Revised Exhibit B-1, entitled “Detailed Fee Schedule”.

4. First Revised Exhibit B of the Agreement as Amended, entitled “Schedule of Fees”, is hereby deleted in its entirety and replaced with the Second Revised Exhibit B, attached hereto and incorporated into this Amendment No. 5.
5. Third Revised Exhibit B-1 of the Agreement as Amended, entitled “Detailed Fee Schedule” is hereby deleted in its entirety and replaced with the Fourth Revised Exhibit B-1, attached hereto and incorporated into this Amendment No. 5.

Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

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

“CITY”

**SMART ENERGY SYSTEMS, INC**  
A Delaware corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Harman Sandhu

Title: President

Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100  
Irvine, CA 92618

Email Address: [Harman.sandhu@sew.ai](mailto:Harman.sandhu@sew.ai)

Telephone: (909) 217-3344

Fax: (909) 614-7215

“CONTRACTOR”

**SECOND REVISED EXHIBIT B  
SCHEDULE OF FEES**

**1. TOTAL MAXIMUM COMPENSATION**

The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Six Hundred Fifty-Three Thousand Three Hundred Forty-Three Dollars (\$1,653,343)** during the Initial Term, subject to the appropriation of funds. Any additional products or services requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

**2. SYSTEM INSTALLATION AND DATA INTEGRATION SERVICES**

Contractor shall provide system installation and data integration services as outlined in Sections G – M of Exhibit A (Scope of Subscribed Services) for a fixed fee of \$124,350. Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms as detailed in Table B1, following acceptance of designated milestones. All payments are based upon City’s acceptance of Contractor’s performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

**Table B1: System Installation and Data Integration Fee Breakdown/Payment Schedule**

<b>System Installation and Data Integration Services</b>	<b>Amount</b>
<b>Fee Breakdown</b>	
SCM® - Customer Web Portal and Mobile Platform V7.0	\$49,500
Outage Module with Outage Notifications	\$8,500
SCM® - Enterprise Web Portal and Platform V2.4	\$17,500
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0
Hosting	\$0
Maintenance & Support	\$0
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$9,700
SMS Text Notifications	\$9,500
IVR Notifications	\$7,800
Smart Mobile Workforce – Service Module V5.1 (optional)	\$8,650
SCM® - Smart Home Module (optional)	\$13,200
<b>Total</b>	<b>\$124,350</b>
<b>Payment Schedule</b>	<b>Amount</b>
Milestone No. 1 (25%)	\$31,087.50
Milestone No. 2 (25%)	\$31,087.50
Milestone No. 3 (15%)	\$18,652.50
Milestone No. 4 (15%)	\$18,652.50
Milestone No. 5 (10%)	\$12,435.00
Milestone No. 6 (10%)	\$12,435.00
<b>Total Payments</b>	<b>\$124,350.00</b>

The additional amount of \$17,000 for travel expenses will be billed as expenses are incurred.

**3. ANNUAL SOFTWARE SUBSCRIPTION SERVICES**

The pro-rated subscription fees, of the amounts set forth in Table B1-A of the Fourth Revised Exhibit B-1, for the period commencing on that certain date which is the City’s acceptance and sign-off of User Acceptance Testing (UAT), and ending on January 31, 2026, shall be due on the date of UAT sign-off.

**4. TRANSACTION-BASED FEES**

4.1. Any changes in volume over and above the assumptions may result in additional fees and require revisions to the Total Maximum Compensation.

<b>Table B3: Transaction-Based Fees</b>	
<b>Description</b>	<b>Amount</b>
Year 1	//////
Year 2 (End of UAT +12 months)	\$250,000
Year 3 (Anniversary of end of UAT date)	\$250,000
Year 4 (second Anniversary of end of UAT date)	\$250,000
<b>Total</b>	<b>\$750,000</b>

4.2. Contractor will invoice the City on a monthly basis in arrears as set forth in Fourth Revised Exhibit B-1.

**5. RENEWAL PERIOD COMPENSATION**

5.1. In the event City exercises its option to extend the term of the Agreement for the Option Period, all fees set forth in the Fourth Revised Exhibit B-1 shall automatically increase by five percent (5%). The unit prices listed in Fourth Revised Exhibit B-1 serve as the baseline for the recurring fees to be charged during any Option Periods.

5.2. Upon commencement of the Option Period, Contractor will submit an invoice for the annual subscription fees in a format approved by the City and subject to verification and approval by the City. City will pay Contractor within thirty (30) days of receipt of Contractor’s invoice.

**6. ADDITIONAL SERVICES AND SOFTWARE PRODUCTS**

6.1. The City may, from time to time, request in writing that Contractor perform a service or provide additional software products to ensure the system continues to meet the City’s requirements. Upon Contractor’s receipt of City’s request, Contractor shall promptly provide City with a written quote. Upon City’s written approval of the quote, Contractor shall perform such services or provide the additional software product.

6.2. Notwithstanding the foregoing, Contractor shall not perform any additional services and/or provide additional products requested by the City that would exceed the Total Maximum Compensation.

**FOURTH REVISED EXHIBIT B-1  
DETAILED FEE SCHEDULE**

This Exhibit provides the fee rates that Contractor may charge the City for services and products with regard to the use of the software and/or services provided. The City may modify this Exhibit to add/delete services and products as may be required. Such changes shall require no modification of the Agreement of the Total Maximum Compensation is not exceeded.

The unit prices set forth in the tables below shall be fixed for the Initial Term of the Agreement.

In the event the rates charge by Contractor’s third-party provider for any pass-through fees exceed the increase in the CPI (Consumer Price Index - West Region, as published by the U.S. Bureau of Labor after the Initial Term, Contractor may pass through such increase to the City. All price increases that exceed the increase in the CPI must be supported by documentation from the third-party provider or a formal cost justification letter from Contractor.

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SCM® - Customer Web Portal and Mobile Platform <b>V10.0</b>	\$115,716	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$20,404	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$31,533	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	Hosting for two years’ worth of data
Maintenance & Support	\$0	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$38,488	For 86,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management

<b>Table B1-A – Annual Software Subscription Fee</b>		
<b>Description of Software / Service</b>	<b>Price</b>	<b>Notes</b>
SMS Text Notifications	\$420	Annual fee for Text Notification
IVR Dialer System	\$5,900	Annual Fee for IVR Notifications
Random Short Code	16,000	Provides Random Short Code to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Short Code Available at \$22,800 Annual
IVR Toll Free Number	\$299	Annual Fee to provides Toll Free Number for Outbound / Inbound Calls
<b>Options:</b>		
Smart Mobile Workforce – Service Module V5.1	\$10,000	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$12,000	For 86,000Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$10,000	\$500 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$19,000	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English)
We Smart Basic Chatbot	\$39,000	AI, natural language processing, machine learning-based responses. Pre-programmable responses.
We Smart Advanced Chatbot	\$59,000	WeSmart Basic + Customer Account specific automated interactions with SCM Billing, Usage, Outage, and Service modules.
<b>Meter Tiers</b>		<b>Blended Fee Per Meter</b>
0-100,000		\$2.66
100,001-150,000 (10% discount from prior bucket)		\$2.39
150,001-200,000 (10% discount from prior bucket)		\$2.15

Table B1-B Monthly/Usage/Transaction-Based Fee Schedule		
Service	Type	Unit Fee
SMS Text Notifications (Inbound)	per message	\$0.003
SMS Text Notifications (Outbound)	per message	\$0.008
IVR Toll Free (Inbound)	per minute	\$0.030
IVR Toll Free (Outbound)	per minute	\$0.020
Up to 1,000,000 Emails Per Month	base fee	\$875.000
<b>24 Hour IVR - English and Spanish</b>	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
<b>Text-and-Pay</b>	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above

**Table B1-C: Transaction Fees**

Mass Market Persona			
<input checked="" type="checkbox"/> Cards (Credit/Debit - Visa, MasterCard, Discover, Amex, Apple Pay, Google Pay)			
Customer / Transaction Type	Fee per Transaction	Transaction Limits	Fee Model
Residential	Autopay - 1.69%	Minimum: \$5 Maximum: \$7,500	Convenience Fee (paid by payee at processing)
	Pre-Login/One-time - 1.99%	Minimum: \$5 Maximum: \$7,500	
Commercial [including Silicon Valley Power ("SVP")]	2.89%	Minimum: \$5 Maximum: \$100,000 (Maximum only applies to Mass Market accounts, not Enterprise (SVP))	
<input checked="" type="checkbox"/> ACH / eCheck			
Customer / Transaction Type	Fee per Transaction	Transaction Limits	Fee Model
Residential	\$0.50 per transaction	Minimum: \$5 Maximum: \$7,500,	Convenience Fee (paid by payee at processing)
Commercial	Payments up to \$25,000.00: \$0.50 per transaction	Minimum: \$5 Maximum: \$25,000	
	Payments exceeding \$25,000.00: \$0.50 per transaction + 0.15% of payment amount*	Maximum: \$100,000	
Silicon Valley Power	\$0.50 per transaction + 0.15% of payment amount	\$10,000,000	
Other Fees and Terms			
<ul style="list-style-type: none"> <li>• Chargebacks: \$4.95 per chargeback (applicable to Cards above)</li> <li>• Returned ACH/Check – \$1.00 per Return</li> <li>• One time and AutoPay – ACH and Card are available for One Time and AutoPay.</li> <li>• Terms Apply: Standard card and bank terms apply.</li> <li>• Maximum of 2 transactions for an account in twenty-four (24) hours. Maximum of 5 transactions for an account in month.</li> <li>• Any changes to these rules by City shall require a Change Request.</li> </ul>			

For transaction fees in Table B1-C, Contractor may increase any and all fees related to payment services one time (at any time) each 12-month period upon 30 days written notice to City; provided that, such increase shall not exceed the higher of (i) 5% or (ii) the percentage change in the Consumer Price Index, West Region, as published by the U.S. Bureau of Labor.

Table B1-D Live Agent Services			
Description of Services	Monthly Fees	Invoice Timing	Notes
<b>Agent Assisted Payments</b>	Tier 1:  \$4,000 per month (includes 3,000 operator minutes)  \$1.50 per minute over 3,000 operator minutes	Monthly  *Invoicing of monthly fees for Agent Assisted Payments shall commence upon go live of the solution.	Training and implementation included.
	Tier 2:  \$5,750 per month (includes 4,500 operator minutes)  \$1.50 per minute over 4,500 operator minutes		
	Tier 3:  \$7,550 per month (includes 6,000 operator minutes)  \$1.50 per minute over 6,000 operator minutes		

City hereby purchases from Provider and Provider hereby sells to City those certain POS devices identified in the table below, pursuant to the Point of Sale Device Terms and Conditions attached hereto.

Table B1-E Point of Sale Devices		
Device Type	Number of Devices	Fee / Device
QuickSale Q2 Ethernet or Wi-Fi No Battery Countertop (Receipt Printer In-Built; Email /Text Receipts)	2	\$700  The first two devices, as contemplated by this Table B1-E, shall be provided free of charge. Any additional devices may be purchased at the price set forth above.

City hereby purchases from Provider and Provider hereby sells to City those certain technical live support services identified in the table below, pursuant to the Terms and Conditions for Technical Live Support Plan attached hereto.

Table B1-F Technical Live Support		
Description	Term	Fees (USD)
This service provides City and its end users with access to SEW's Technical Contact Center during City's normal business hours where SEW's technical support agents will manage frontline technical inquiries directly related to SEW's Platform as described in the Terms and Conditions for Technical Live Support Plan.	Effective Date of Amendment No. 5 through January 31, 2026	Subscription Fee of \$5,900 per month (Includes 750 minutes per month) <b>WAIVED</b>  One-time Setup Fee of \$5,900 <b>WAIVED</b>

## Appendix A

### Point of Sale Device Purchase Terms and Conditions

In addition to and without limiting any other terms and conditions set forth in the Agreement for Services between the City of Santa Clara, California, a Chartered municipal corporation (Customer) and Smart Energy Systems, LLC, dated December 22, 2018, as amended ("Agreement"), these Point of Sale Device Purchase Terms and Conditions (these "Terms and Conditions") shall govern the purchase and sale of the Point of Sale Devices ("POS Devices") identified in table B1-E of Exhibit B-1. Any capitalized terms and conditions not specifically defined herein shall have the meaning ascribed to them as defined elsewhere in the Agreement.

1. Purchase and Sale. Smart Energy Systems, LLC, dba Smart Energy Water ("Provider") hereby sells to Customer, and Customer hereby purchased from Provider, the POS Devices pursuant to these Terms and Conditions. All sales are final, and Customer shall have no right of return any POS Devices except those which are timely and properly rejected pursuant to Section 4. In the event Customer issues a purchase order or other similar instrument in connection with the Agreement or the purchase of the POS Devices, any additional terms and conditions in Customer's purchase order or similar instrument which conflict with, vary or add to the terms and conditions of these Terms and conditions shall be of no force and effect.
2. Shipping. Any shipping dates provided by Provider are approximate and subject to supplier's availability and Provider's prompt receipt from Customer of all necessary shipping information and required payments. Shipping shall be made F.O.B. (supplier's point of shipment). Provider may, in its sole discretion and without liability, make partial shipments of POS Devices. In addition to the purchase prices identified in the table B1-E of EXHIBIT B-1, Customer shall pay directly or reimburse Provider all for any and all shipping-related costs, including, but not limited to, duties, taxes and fees of any nature ("Ancillary Costs").
3. Payment Terms. If not otherwise specified in the Agreement, any all invoices shall be paid within thirty (30) days of receipt. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. Amounts payable to Provider amounts are not subject to reduction by setoff or offset. All payments to Provider shall be made in United States Dollars pursuant to Provider's written instructions. Without limiting any of Provider's rights or remedies available to it under these Terms and Conditions or otherwise at law, Provider reserves the right to suspend shipments of goods if Customer fails to make a payment within thirty (30) days of the applicable due date. Provider may also terminate Customer's Agreement upon written notice in the event Customer fails to make a payment within sixty (60) days of the applicable due date.
4. Inspection and Installation. Customer shall have five (5) days from delivery to inspect the POS Devices. Customer shall be deemed to have accepted the POS Devices for all intents and purposes unless it notifies Provider in writing of any Nonconforming Devices (as defined herein) within such time period and furnishes any supporting documentation required by Provider. "Nonconforming Devices" means only (i) POS Devices that are different from those identified in table B1-E of EXHIBIT B-1 or (ii) POS Devices' label or packaging incorrectly identifies its contents or devices that have an obvious defect, missing parts, and/or other issue. If Customer timely and properly notifies Provider of any Nonconforming Devices, Provider shall, in its sole discretion either (i) replace such Nonconforming Device with conforming POS Devices, or (ii) credit or refund the price for such Nonconforming Device, together with shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship the Nonconforming Devices to the location specified by Provider. If Provider elects to replace Nonconforming Device, Provider shall, after receiving Customer's shipment of Nonconforming Devices, ship to Customer at Provider's expense, the replacement devices. At the conclusion of the inspection period, title to any delivered POS Devices which are not timely and properly rejected as Nonconforming Devices shall immediately pass to Customer.
5. Activation. Upon acceptance of the POS Devices as contemplated by Section 4 above, Customer represents and warrants that: (i) it has received and accepts the POS Devices; (ii) the POS Devices and/or Software (as defined herein) (for example, the menu) was satisfactorily programmed; (iii) the POS Devices is in good working order; and (iv) the POS Devices was tested and is capable of performing Processing Services (as defined herein).
6. Safe Operation. Customer agrees to only operate the POS Devices in a manner consistent with any and all operating procedures set forth in the operator's manual and other written documentation accompanying or relating to the POS Devices. Customer shall not remove or modify any safety device or warning sign installed on or attached to any item of POS Device.
7. General Use and Restrictions. Customer agrees to only use the POS Devices only for their intended purpose and follow Provider's instructions regarding the use and maintenance of the POS Devices. Customer shall notify Provider immediately upon a POS Devices or Software bug, issue, or failure. "Software" means the software programs installed on or made available through use of the POS Devices. Customer shall not sell, assign, transfer, or lease the POS Devices and agrees not to remove, conceal or alter any markings, tags or plates attached to the POS Devices.

8. Taxes. Customer shall be solely responsible for all sales, use, GST, HST, VAT, excise, stamp, documentary, value added, and ad valorem taxes, license and registration fees, assessments, fines, penalties, and similar charges imposed on the ownership, possession, or use of the POS Devices by any state, local, or federal governmental or regulatory authority and shall issue, where required and requested, a valid tax exemption certificate to Provider. Customer will reimburse Provider for any of these taxes that Provider pays or advances on behalf of Customer.
9. Customer Security. Customer shall at all times remain in compliance with the applicable requirements of Payment Card Industry Data Security Standard ("PCI DSS"), including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Customer's sole cost and expense. Customer shall be solely responsible for storing and backing up Customer's data stored on the POS Devices. Provider shall have no liability to Customer for loss or destruction of Customer's data. Provider, through its payment processing affiliate, shall comply with all applicable PCI DSS requirements.
10. Certain Specifics. Customer shall be solely responsible for (i) maintaining virus protection, security, and firewall protection for all its systems, data, and overall network access, and (ii) except as set forth herein, all risk of loss, theft, damage, destruction or breach of the POS Devices from any cause whatsoever after taking possession of the POS Devices. Customer acknowledges that security and access to any POS Devices and Software located on its premises is solely the Customer's responsibility and agrees to notify Provider immediately if POS Devices is lost, destroyed, stolen, taken by any other person, or breached.
11. Certain Waivers. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST PROVIDER TO THE EXTENT ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS AND SECURITY PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S POS DEVICES OR SOFTWARE.
12. Limited Warranty. The POS Devices are covered by the terms of Provider's Standard Parts Only Warranty attached hereto as Exhibit "A" ("Limited Warranty"). Except for the foregoing Limited Warranty, Provider makes no warranties of any kind (express or implied). THE FOREGOING WARRANTY EXPRESSLY EXCLUDES ANY POS DEVICE OR SOFTWARE WHICH HAS BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF SERVICE OR MODIFICATION BY ANYONE OTHER THAN PROVIDER OR ITS AGENT. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE POS DEVICES OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE POS DEVICES AND SOFTWARE. IN NO EVENT WILL PROVIDER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES, CAUSES OF ACTION ARISING OUT OF THESE TERMS AND CONDITIONS, OR THE PROVISION OR USE OF THE POS DEVICES, INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM OR SOFTWARE. PROVIDER DOES NOT GUARANTEE THAT THE POS DEVICES OR SOFTWARE WILL SATISFY CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. THE POS DEVICES, SOFTWARE, AND PROCESSING SERVICES ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WILL BE WITH THE CUSTOMER. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST PROVIDER ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR FROM A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR CUSTOMER'S SYSTEMS OR DATA, OR FROM ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS. PROVIDER FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS FROM CUSTOMER'S DECISION TO USE A PARTICULAR INTERNET SERVICE PROVIDER OR CUSTOMER'S ABILITY TO CONNECT TO THE INTERNET. CUSTOMER ACKNOWLEDGES THAT ITS ABILITY TO ACCESS DATA, RECEIVE REMOTE TECHNICAL SUPPORT, AND OPERATE THE POS DEVICES, MAY BE AFFECTED BY PROBLEMS WITH CUSTOMER'S INTERNET CONNECTIVITY. ANY SUCH PROBLEMS ARE OUTSIDE OF PROVIDER'S CONTROL. CUSTOMER WAIVES ANY CLAIMS IT MAY HAVE AGAINST PROVIDER DUE TO CUSTOMER'S INABILITY TO ACCESS DATA OR CONNECT TO THE INTERNET WHICH IS BASED ON OR ARISING OUT OF ANY OF THE FOREGOING REASONS.
13. Additional Exclusions. In addition and without limiting anything herein, the Limited Warranty expressly excludes any damage to the POS Devices which are the result of any of the following: accident or misuse, damage resulting from smashed or cracked units or screens, extraneous materials (e.g., hair, dust, soil) in the interior of a POS Device, contact with liquids, missing unit covers, fire damage, dents and broken plastic on ports or other visible damage, defects cause by any undue external influence (e.g. temperature, dropping

- the device), defects cause by use contrary to the operating documentation, and/or defects caused by use of the POS Device in combination with any third party software or device.
14. Covered Support and Maintenance. In the event Customer becomes aware of an issue potentially covered by the Limited Warranty, Customer shall initiate a support ticket pursuant to Provider's then-current Standard Support Plan (a copy of which is available upon request). Once a ticket is created, Provider will remotely investigate, and if the matter is covered by the Limited Warranty (a "Covered Matter"), commence resolving the Covered Matter. Customer agrees to provide any reasonable assistance and otherwise comply with Provider's reasonable instructions, including, but not limited to, shipping the POS Devices to designated locations for repair and/or replacement. Provider agrees to use its commercially-reasonable efforts to comply with the Service Level Agreements set forth in the Standard Support Plan.
  15. Uncovered Support and Maintenance. If damage or defects to the POS Devices are not covered by the Limited Warranty and Provider agrees to perform any maintenance, additional fees for the processing, repair, or replacement of the POS Devices shall apply.
  16. Financing Statement. Customer authorizes Provider to file Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the POS Devices for so long as any amounts are due by Customer to Provider. Customer shall not file any corrective or termination statements or partial releases with respect to any such filings or recordings filed by Provider in connection with the POS Devices except (i) if Provider fails to file a corrective or termination statement or release on request from Customer after the expiration of the term or earlier termination or (ii) with Provider's consent.
  17. Provider's Termination Rights. In addition to and without limiting Provider's other rights, Provider may, without notice, suspend or terminate (a) Customer's access to the Processing Services or (b) terminate the Agreement for any of the following reasons: (i) material breach of the Agreement or these Terms and Conditions; (ii) unlawful or unauthorized use of the POS Devices or Processing Services; (iii) unauthorized modification of the POS Devices or installation of unauthorized third-party software; (iv) failure or refusal to pay fees or charges on time; and/or (v) insolvency or bankruptcy. Provider may, in its sole discretion, withhold Customer's funds derived from use of the Processing Services in order to satisfy all fees and charges incurred under the Agreement.
  18. Effect of Termination. In the event the Agreement is terminated, regardless of cause, Provider may withhold and discontinue the disbursement for all transactions in the process of being collected and deposited. Customer shall return all Provider property, forms, or equipment. All obligations for transactions prior to termination (including payment for chargebacks) survive termination. Provider shall not be liable to Customer for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Provider will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Provider.
  19. Limitation of Liability. PROVIDER AND PROVIDER'S AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO CUSTOMER OR CUSTOMER'S OWNERS, PARTNERS, SHAREHOLDERS, AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, OR ASSIGNS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER OR INADEQUATE TAXES CHARGED), OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY ARISING OUT OF THESE TERMS AND CONDITIONS, OR CUSTOMER'S USE (OR INABILITY TO USE) THE POS DEVICES OR SOFTWARE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER OR COLLECT ANY DAMAGES IN EXCESS OF THE FEES PAID TO PROVIDER DURING THAT CERTAIN THREE (3)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF CUSTOMER'S CLAIM OF INJURY OR DAMAGE. IN NO EVENT SHALL PROVIDER OR PROVIDER'S AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, OR ASSIGNS, BE RESPONSIBLE FOR ANY LIABILITY OR DAMAGE INCURRED AS A RESULT OF DOWNTIME OF THE POS DEVICES OR SOFTWARE.
  20. Offset and Attorney's Fees. Provider shall have the right to recoup, offset, and/or deduct any outstanding or uncollected amounts owed to Customer against any amounts Provider would otherwise be required to pay to Customer. If any action at law or in equity is necessary to enforce the terms of these Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.
  21. Third Party Services. The Processing Services may contain links or otherwise utilize Third Party Services (as defined herein). "Third Party Services" means services, products, or application provided by any person or entity other than Provider. Customer shall be responsible for reviewing and understanding any terms and conditions associated with the Third Party Services.
  22. Exclusivity. Provider shall be Customer's exclusive provider of the Processing Services during the term identified in the Agreement. "Processing Services" means Provider's credit, debit, electronic payment, and

- gift card processing services whether or not processed through the POS Devices. Customer shall not use credit, debit, electronic payment, or gift card processing services from any other provider except Provider.
23. Software Updates. Provider may, in its sole discretion update or require updates to the Software. Provider shall maintain consistent with the user guides and other similar documentation, the base line functionality of the Software.
24. General. Sections 7 through 13, 18 through 20, and 24 of these Terms and Conditions, as well as any other provision that, in order to give proper effect to its intent, shall survive expiration or termination of the Agreement. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Notwithstanding the previous sentence, the parties intend that Customer's rights under with respect to Sections 4 and 12 are Customer's exclusive remedies in connection therewith. In the event of an express conflict between these Terms and Conditions and terms and conditions elsewhere in the Agreement or other agreement between the parties with respect to the subject matter hereof, these Terms and Conditions shall control.

## **APPENDIX B** **STANDARD PARTS-ONLY WARRANTY**

### **LIMITED PARTS-ONLY WARRANTY**

Subject to the exclusions from coverage set forth in the Terms and Conditions above and those set forth hereinbelow, Provider warrants that (i) except for the battery, the terminal of a POS Device shall be free from any defects in materials or workmanship in accordance with the Provider's or its supplier's published specifications, if any, for a period of eighteen (18) months from delivery and (ii) the battery of the POS Device shall be free from any defects in materials or workmanship in accordance with the Provider's or its supplier's published specifications, if any, for a period of six (6) months from delivery (as applicable, the "Warranty Period").

If, during the Warranty Period, a POS Device becomes defective in a manner inconsistent with the above limited warranty, Provider will, upon written notice of the defect received during the Warranty Period, either repair or replace, at Provider's election, the defective POS Device. Provider's sole obligation under this Warranty shall be to repair or replace the non-conforming products. The Warranty covers both parts and factory labor necessary to repair the defective POS Device but does not include any on-site labor costs related to diagnosis, removal, replacement, installation or repair of the defective POS Device or reinstalling the repaired or replacement POS Device.

If a replacement is not commercially practicable or cannot be provided timely, then Provider may choose, in its sole discretion, to provide a credit for the materially defective POS Device. The value of the credit shall be the replacement value of such product. A product will be considered to have a material defect or to be materially defective only if such product, when properly installed and under normal usage conditions, is unable to perform the payment processing services due to a flaw in workmanship, within the applicable Warranty Period, and is returned.

POS Devices that are found by Provider to be out-of-warranty or otherwise ineligible for warranty service will be returned, repaired or replaced at Provider's standard fees.

Customer acknowledges that replacement parts or POS Devices provided by Provider under the Warranty may be remanufactured or reconditioned parts or POS Devices or, if the exact POS Device is no longer available, a POS Device with substantially similar functionality may be provided. Any replacement parts or POS Devices so furnished will be warranted for the remainder of the original Warranty Period or ninety days from the date of delivery of such replacement parts or POS Device, whichever is later.

The Warranty on the POS Devices shall not apply to defects or service repairs resulting from the following:

- (i) Improper site preparation or maintenance, improper installation, cosmetic damage such as scratches and dents, or normal aging.
- (ii) Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck), or use of the POS Device in a way other than as specified in the applicable Provider documentation.
- (iii) Installation, alteration, disassembly, modification or relocation of the POS Device that was not approved in writing by Provider or performed by Provider.
- (iv) Use of the POS Device with software, interfacing, parts or supplies not supplied by Provider.
- (v) Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- (vi) Any other causes beyond the control of Provider.

NO AGENT OF PROVIDER IS AUTHORIZED TO ALTER OR EXTEND THE WARRANTY OBLIGATIONS OF PROVIDER. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

In order to submit a claim under this Warranty, customer must contact Provider to receive a Return Material Authorization ("RMA") number. Provider will arrange for a replacement part to be shipped to Customer and will provide a return label for returning the original product. If Customer fails to return the original product within ten (10) days of receipt of the replacement unit, Customer shall be charged the then-current price for the replacement unit.

## Appendix C

### Terms and Conditions for Technical Live Support Plan

In addition to and without limiting any other terms and conditions set forth in the Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC, dated December 22, 2018, as amended ("Agreement"), these Terms and Conditions for Technical Live Support Plan (these "Terms and Conditions") shall govern the purchase and sale of the technical live support services identified in table B1-F of Exhibit B-1. Any capitalized terms and conditions not specifically defined herein shall have the meaning ascribed to them as defined elsewhere in the Agreement.

1. **Service.** The Technical Live Support (Service) to be provided by Provider consists of handling and resolving inbound customer service inquiries directly related to Provider's platform (as further described in Section 11 below) which are routed via Customer's network platform to Provider's Technical Support Contact Center ("Technical Calls"). The provision of the foregoing shall be referred to as the "Services." Any and all technical support matters not expressly included in the scope of the Services shall be reported, addressed, and governed pursuant to Provider's Product Support Desk ticketing system to be resolved according to the service level agreements and terms and conditions of Provider's Standard Support Plan.
2. **Commencement and Call Routing.** The Service commences with Go-Live (as contemplated in Customer's statement of work) when end users have access to the end user portal and continues for the duration of the subscription to the Service. Provider will establish a direct call number for Technical Contact Center support which shall be integrated into the Customer's call center workflow.
3. **Hours and Staffing.** Provider shall provide all live agent support necessary to perform the Services during Customer's normal business hours. Provider shall be solely responsible for hiring, managing, and compensating all agents in its Technical Support Center. The Services are provided in English only.
4. **Charges for Services.** Usage of Services is measured and billed in 30-second increments and all call times are rounded up to the next 30-second increment, so that, for example, if a call is 110 seconds long, it will be billed as 120 seconds.
5. **Monitoring.** Without prior notice to Customer, Provider shall have the right to monitor and record the Technical Calls to the extent permitted by law.
6. **DISCLAIMER OF WARRANTIES.** PROVIDER MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER IN CONNECTION WITH THE SERVICES OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Certain Limitations.** The Services are subject to transmission limitations caused by failures in third party telephone, satellite, internet, and/or wireless carriers, scheduled or emergency maintenance, and/or other factors out of Provider's direct control. Customer agrees that Provider shall not be liable for any disruptions in connection with the foregoing and is not required to notify Customer of any of the foregoing.
8. **Class Action Waiver.** Customer waives for itself and on behalf of its end users, any right to commence or participate in any class action lawsuit against Provider and where applicable, agrees to opt out of any class action proceeding against the Provider.
9. **Privacy Policy.** Provider will handle any Personal Information (as defined in the SEW Technical Contact Center Privacy Policy) in a manner consistent with the then-current policy (a copy of which is attached hereto). Customer for itself and on behalf of its end users, hereby agrees that Provider may use Personal Information to (i) perform the Services; (ii) internally improve Provider's products and services; and/or (iii) create aggregated and/or anonymized data therefrom.
10. **Feedback.** Customer for itself and its end users hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide, royalty-free right and license, to use, exploit, and/or commercialize any Feedback (as defined herein) in any way. "Feedback" means any suggestions, comments for enhancement or functionality or any other feedback regarding Provider's products or services.
11. **Technical Calls.** The Service provides first-line technical support including interactions with Customer's end users and customer service representatives as further described in Section 11.1.
- 11.1. The scope of the Service is limited to the calls for technical issues related to Provider's applications and shall not include the customer service related to an end user's utility service account. For avoidance of doubt, the Technical Calls include, but are not limited to questions regarding:
  - o Registration assistance (no copy/paste functionality)
  - o Login issues
  - o Basic browser assistance, changing browsers, autofill issues, locating the portal
  - o Password issues, password resets
  - o Username issues and changes
  - o Account activation issues, resending activation emails, correcting incorrect email addresses preventing activation email to be delivered
  - o Portal Navigation
    - How to pay a bill pre-login and post login
    - Add and Delete Payment Method
    - Setup Guest User accounts
    - Enroll in Auto Pay
    - Provide information on all registration page icons including explaining FAQs
    - Contact Us and Connect Me instructions
    - Navigate Usage and Compare modules and set Usage Notifications
    - Directions to navigate to Services forms (Move In/Move Out)
    - Changing the language from English to Spanish and from Spanish to English

- Customer questions on how to Sign up for E-Bills and signing up for Notification preferences
    - Mobile app questions, including downloading the app, verifying app version, functionality of the app including all the above.
- 11.2. Technical Calls do not include software incident and problem management and/or utility customer service requests related to account management including but not limited to
  - Queries about bill details, amounts, penalties, and due dates
  - Rates and Fees
  - Explanation or queries related to usage and comparisons.
  - Meter read dates and meter reads
  - Any data displayed except username, password, security questions, E-bill election, notification preferences
  - Turn Offs for non-payment
  - Service restoration requests
  - Maintenance or repair requests
  - Conservation and utility program related queries
  - Customer service complaints
  - Map or location information
  - Any collections activity
  - Delinquency related issues or any payment arrangements or agreements
  - Moves questions (Move In/Move Out, Tenant questions, Owner questions)
  - Questions about service address, mailing address, forwarding address or previous customer address.
  - Questions about phone numbers or any other customer contact information
  - Questions about utility programs, education, tips, conservation, or any other utility services
  - Any changes to customer information on accounts
- 11.3. Software support issues that require advanced technical and system administration responsibilities, application log access, database access, or other code-related troubleshooting shall be escalated and reported to Provider's Product Support Desk ticketing system to be resolved according to the service level agreements in Provider's Standard Support Plan based on criticality and impact.
- 12. **Exclusions.** For the avoidance of doubt, Technical Calls do not include any instances contemplated by Section 7 of Provider's Standard Support Plan and Provider shall have no obligation provide technical support under these terms and conditions and/or the Standard Support Plan for such instances.

**Appendix D**  
**SEW TECHNICAL CONTACT CENTER**  
**PRIVACY POLICY**

Last Updated: *August 2023*

Provider takes the privacy of its customers and its customers' end users ("User", "you" and "yours") seriously. This policy outlines Provider's policies on the privacy of Personal Information (as defined herein) that Provider may collect via the internet and/or during the delivery of the Services. Capitalized terms but specifically not defined herein shall have the meaning ascribed to them in the applicable agreement, order form, and/or terms and conditions.

As used in this Privacy Policy, "Personal Information" means information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, such as:

- Identifiers (e.g., name, address, telephone number, email address, username);
- Sensitive personal information (e.g., government identification number; racial or ethnic origin; religious beliefs; health information; contents of messages when Provider is not the recipient);
- Protected classification information (e.g., race, citizenship, marital status, medical condition, sex, sexual orientation, veteran or military status);
- Biometric information (e.g., voice, keystrokes, behavioral or biological characteristics);
- Internet or other similar activity (e.g., browsing history, content interactions);
- Employment-related information (e.g., current or past employment);
- Non-public educational information, including information protected under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99);
- Commercial information (e.g., products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies); and
- Inferences drawn from Personal Information to create a profile about preferences, characteristics, trends, predispositions, behavior, attitudes, intelligence, and aptitudes.

Personal Information does not include (i) publicly available information; (ii) aggregate information, meaning data about a group or category of services or users from which individual identities and other Personal Information has been removed; or (iii) deidentified information that cannot be easily linked back to the individual. Provider may collect Personal Information (a) in connection with the provision of the Services; (b) with Customer's and/or an end user's consent; (c) if Provider has a legitimate interest in doing so; and/or (d) as authorized or required by law. Personal Information as used herein includes Personal Data as defined by applicable law. Provider collects Personal Information from the following and other sources:

1. Consumers. Provider may interact with Users who call, text, message, or communicate with Provider and may collect and use Personal Information from Users via phone, text, chat, text-to-chat, email, SMS, MMS, or other channels as needed to provide the Services.

2. Customers. Provider may collect and use Personal Information when submitted via the mobile application, customer portal, or other software, such as account profile information and any Personal Information included in communications with Provider related to your subscription and/or Provider's products and/or services. Note that you are solely responsible for ensuring you are authorized to share Personal Information with Provider for any purpose. Provider reserves the right to refuse your instructions to collect or process Personal Information about another individual without their consent or in a manner or for a purpose that Provider determines violates others' privacy or publicity rights, and such instructions may result in termination of Services. Provider is not responsible for the privacy practices of you or any third party.

3. Inquiries. If you contact Provider as a potential new User or for any other reason, Provider may collect Personal Information from you to respond to your inquiry if you request information about Provider's products and services, through an online form, via chat, by text, email, or by phone. Where state law allows, if you participate in a phone call with a member of Provider's team, such call may be recorded. Provider engages in call recording for quality monitoring, and training, to improve its services, and for other internal business purposes. If you are in a state that requires notification, you will be notified if your call is being recorded. By staying on the line after receiving the notification, you consent to the call recording. If you do not consent to call recording, you may end the call or ask not to be recorded.

**SECURITY**

When you submit sensitive information on the Platform, your information is protected both online and offline. If Provider asks you to enter information, such as a credit card number and/or a social security number, that information is encrypted using SSL. While on a secure page, the lock icon on the bottom of Web browsers such as Microsoft Internet Explorer becomes locked, as opposed to unlocked, or open, when you are just "surfing."

While Provider uses SSL encryption to protect sensitive information online, it also protect your information offline. All of your information, not just the sensitive information mentioned above, is restricted in Provider's offices. Only employees who need the

information to perform a specific job (for example, billing staff or a customer service representative) are granted access to Personal Information. Provider's employees are kept up-to-date on security and privacy practices.

#### **WEB SERVER LOG FILES**

Provider may use IP addresses to analyze trends, administer the Platform, track Users' movements, and gather broad demographic information for aggregate use. IP addresses are not linked to Personal Information.

#### **SHARING**

We may disclose Personal Information for a business purpose to:

- **Affiliates.** Provider works closely with its affiliated companies ("Affiliates") to identify mutual or shared customers and offer enhanced, integrated, or co-branded services. If you use an integrated Affiliate service with Provider's products and/or services, Provider may disclose Personal Information to the applicable Affiliates. For example, Provider may share Personal Information for customer support purposes, marketing, or technical operations.
- **Service Providers.** Vendors that provide Provider with services ("Service Providers") may receive Personal Information to perform their contractual obligations to Provider. Service Providers include but are not limited to telecom providers, marketing companies, IT service providers, billing processors, and email and data hosting providers. For example, Provider may share identifiers to register your phone number or SMS campaign with its' telecom provider, subject to their terms and conditions. Provider requires all Service Providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information. The type of information that Provider provides to a Service Provider will depend on the service that they provide to Provider.
- **Law Enforcement and Other Governmental Agencies.** Additionally, if, in Provider's sole discretion, then it may disclose Personal Information to law enforcement.
- **Other Third Parties.** As permitted by applicable law, Provider may disclose Personal Information collected to other third parties, for example: (i) if Provider goes through a business transition (e.g., merger, acquisition, or sale of a portion of Provider's assets); (ii) to comply with a legal requirement or a court order; (iii) when Provider believes it is appropriate in order to take action regarding illegal activities or prevent fraud or harm to any person; (iv) to exercise or defend Provider's legal claims; or (v) for any other reason with your consent.
- **Aggregated and Deidentified Information.** Provider reserves the right to share aggregated, anonymized, or deidentified information for marketing, advertising, research or other purposes, without restriction.
- **Provider shall comply with applicable State and Federal laws, including but not limited to, consumer privacy, and data privacy laws, rules, and regulations, as they now exist or may hereafter be amended or changed.**

#### **CHANGES**

Provider may change this policy at any time and without notice. Please check Provider's website to ensure you have the most recent version of this policy.



## Agenda Report

25-621

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreements for Services with Geocon Consultants, Inc. and Ninyo and Moore Geotechnical & Environmental Sciences Consultants to Provide On-Call Material Testing and Special Inspection Services for Silicon Valley Power

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara's Electric Utility Department, Silicon Valley Power (SVP), continues to experience significant electric load growth driven by increased demand from customers. SVP has a long-term capital improvement strategy to expand and modernize its electric infrastructure to meet this growth. As previously discussed with the City Council, SVP's customer demand for electric power is expected to nearly double over the next decade.

To ensure compliance with project specifications, SVP standards, building codes, industry best practices, and other applicable regulations, SVP contracts with third-party consulting firms to perform materials testing and special inspections primarily during project construction. These services include geotechnical compaction testing, concrete strength testing, masonry testing, structural steel inspections, welding inspections, asphalt testing, and other tests or inspections that may be required for a specific project.

#### DISCUSSION

In 2023, pursuant to Section 2.105.140(c) of the Santa Clara City Code, a formal Request for Proposals (RFP) was conducted for On-Call Material Testing and Special Inspection Services, with the award recommendation based on "best value."

The RFP was published on the City's e-procurement system, and five proposals were received by the submission deadline. The proposals were independently evaluated by a three-member evaluation panel against the criteria and weights published in the RFP, which included experience, technical capability, and cost. The panel selected Ninyo and Moore Geotechnical & Environmental Sciences Consultants (Ninyo) and Geocon Consultants, Inc. (Geocon) as the highest ranked firms to perform these services.

Thereafter, the City Manager executed agreements with both Ninyo and Geocon, each with a maximum compensation of \$250,000 and terms ending on March 31, 2028, in accordance with the City Manager's signature authority under Section 2.105.300 of the Santa Clara City Code.

After further review of the anticipated service needs especially related to upcoming capital projects, staff recommend authorizing the City Manager to negotiate and execute amendments to both agreements to increase their maximum compensation up to an aggregate amount of \$2,000,000. Because Ninyo is the highest ranked firm and has been awarded all projects to date, staff anticipate negotiating and executing an amendment to the agreement with Ninyo and Moore first.

Given the potential for increased service needs due to unanticipated projects or regulatory changes, staff is seeking authorization for the City Manager to negotiate and execute further amendments to these agreements. Approval of these recommendations will ensure that there is sufficient authorization to maintain project schedules and meet project needs.

### **ENVIRONMENTAL REVIEW**

Staff recommends that the City Council determine that the proposed actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the consultant services will have a significant effect on the environment. The proposed actions do not authorize any construction projects. Any such projects will require a separate CEQA determination.

### **FISCAL IMPACT**

Sufficient funds are available in the FY 2025/26 Electric Utility Capital Fund for the specific project for which services are required and in the Electric Utility Operating Fund where required.

Budget for future years will be requested through the biennial process.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Authorize the City Manager or designee to negotiate and execute amendments to the agreements with Ninyo and Moore Geotechnical & Environmental Sciences Consultants and Geocon Consultants, Inc. to provide on-call material testing and special inspection services for Silicon Valley Power for a five-year term ending on March 31, 2028, to (a) increase the aggregate maximum compensation to \$2 million, (b) add or delete services consistent with the scope of services, (c) adjust future rates based on market conditions, (d) make de minimis changes, and (e) extend the term through March 31, 2033, to be funded by the Silicon Valley Power Capital or Operating Fund as applicable, subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Acting Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

**ATTACHMENTS**

1. Agreement with Geocon Consultants, Inc.
2. Agreement with Ninyo and Moore Geotechnical & Environmental Sciences Consultants
3. Amendment No. 1 to Agreement with Ninyo and Moore Geotechnical & Environmental Sciences Consultants

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GEOCON CONSULTANTS, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), and Geocon Consultants, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

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

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 1, 2023, and terminate on March 31, 2028. The City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to five (5) additional one-year options through March 31, 2033.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

Contractor represents that all Services covered shall conform to the specifications and requirements of this Agreement . 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 Services, City may make corrections to those 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**

Maximum Total Compensation – Agreement. The maximum compensation payable by the City to Contractor shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the Services and all associated reimbursable expenses, supplies, materials and equipment. Contractor shall not perform work without an executed amendment to this Agreement in excess of the maximum compensation.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons

contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Diana Shiles  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [dshiles@santaclaraca.gov](mailto:dshiles@santaclaraca.gov)

And to Contractor addressed as follows:

Geocon Consultants, Inc.  
Attention: Shane Rodacker  
6671 Brisa Street, Livermore, CA 94550  
and by e-mail at rodacker@geoconinc.com

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

**18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to the Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

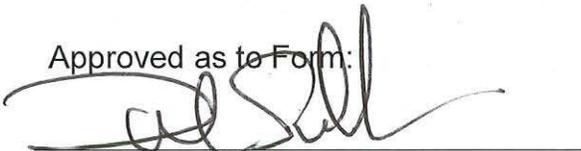
**25. COUNTERPARTS**

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:



GLEN R. GOOGINS  
City Attorney

Dated: 6/12/23



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

“CITY”

**GEOCON CONSULTANTS, INC.**  
a California corporation

Dated: May 31, 2023

By (Signature):   
Name: Shane Rodacker, PE, GE

Digitally signed by Shane Rodacker  
DN: cn=US,  
E=rodacker@geoconinc.com,  
c=US, o=Shane Rodacker  
Date: 2023.05.31 07:41:22-07'00'

Title:	Vice President
Principal Place of Business Address:	6671 Brisa Street, Livermore, CA
Email Address:	rodacker@geoconinc.com
Telephone:	( ) (925) 371-5900
Fax:	( )

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

### **SECTION 1. GENERAL**

- 1.1** Contractor shall provide on-call material testing and special inspection services as required for a variety of projects for the City's Electric Department (SVP).
- 1.2** Contractor shall perform the Services in accordance with the latest project specifications, SVP standard document, and other generally recognized standards. Any deviations must be approved in writing by SVP.

### **SECTION 2. SERVICES TO BE PERFORMED**

This section and Appendix A1 provide a general description of the Services that will be required by the City under this agreement. The actual Services to be performed for each project will be further described in the Work Request and in Contractor's Proposal, pursuant to the work authorization process outlined in SECTION 6.

#### **2.1 Materials Testing**

- 2.1.1** Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 2.1.2** Sample materials in accordance with applicable standards.
- 2.1.3** Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 2.1.4** Develop reports summarizing the results of laboratory analysis and testing.
- 2.1.5** Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 2.1.6** Review construction material submittals for conformance with plans and specifications.
- 2.1.7** Observe and verify materials at construction sites conform to plans and specifications.
- 2.1.8** Perform testing of in-place materials.
- 2.1.9** Conduct material plant inspections and review plant quality control procedures.

## **2.2 Special Inspections**

- 2.2.1** Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 2.2.2** Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.
- 2.2.3** Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 2.2.4** Coordinate and/or perform the required testing. Ensure only approved testing agencies sample, transport and test materials.
- 2.2.5** Bring non-conforming items to the immediate attention of the Contractor and note in a daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the City immediately by telephone or in person, the City's designated representative, and the Engineer-of-Record.
- 2.2.6** Furnish weekly reports of inspections directly to the City, Engineer-of-Record, City's designated representative, and others as designated. The weekly reports are to include the following:
  - 2.2.6.1** Description of inspections made with locations.
  - 2.2.6.2** List of all non-conforming items.
  - 2.2.6.3** Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
  - 2.2.6.4** Itemize changes authorized by Engineer-of-Record or City representative if not included in non-conformance items.
- 2.2.7** Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 2.2.8** Submit a final signed report to the City project representative and/or City Project Manager stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of

the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, period inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

## **SECTION 3. REPORTS**

### **3.1 Inspection Reports**

The inspector of record and special inspector shall furnish inspection reports to the SVP onsite representatives and the Engineer-of-Record. Reports shall indicate if the work inspected was completed in conformance to approved construction documents. Contractor shall immediately bring any discrepancies to the attention of the SVP onsite representatives and construction contractor for correction. If the discrepancies are not corrected by the construction contractor, Contractor shall report the discrepancies to the SVP onsite representatives and **to the Engineer-of-Record prior to the completion of that phase of work.**

### **3.2 Test Plan**

Contractor shall submit a proposed test plan including a list of equipment to be used for performing the special inspections for SVP's approval prior to beginning any testing.

### **3.3 Written Records**

Contractor shall maintain a written record of all tests showing at a minimum the following information:

- 3.3.1** Unique report identification number
- 3.3.2** Date
- 3.3.3** Project name
- 3.3.4** Personnel performing the test
- 3.3.5** Equipment or material tested, and results
- 3.3.6** Location of test
- 3.3.7** Brief description
- 3.3.8** Detailed description
- 3.3.9** Plan or specification reference
- 3.3.10** Photos

### **3.4 Test Reports**

Contractor shall submit weekly test reports to the City in electronic and paper formats. The City will not approve any request for payments until receipt of such reports.

### **3.5 Final Test Reports**

Contractor shall submit signed copies of the final test report to SVP for approval. The final test report must contain a table of contents, summary of testing results, an index, and a statement that all inspection items have passed. The report must be submitted in electronic format (PDF or Microsoft Word) and one (1) hard copy. The City will not approve final payment until receipt of the final test report.

### **3.6 Summary Reports**

Contractor shall submit a Summary Report at least once a week. The report should contain the following information:

- 3.6.1** Unique report identification number
- 3.6.2** Date
- 3.6.3** Project name
- 3.6.4** Personnel making the test
- 3.6.5** Equipment or material tested, and results
- 3.6.6** Location of test
- 3.6.7** Brief description
- 3.6.8** Any additional information that may be requested by SVP

## **SECTION 4. COMPLETION OF WORK**

All Services shall be completed in a timely, efficient manner as provided in the applicable Purchase Order / Emergency Work Order.

## **SECTION 5. HOURS AND DAYS OF SERVICE**

Contractor will generally perform the required Services during regular business hours which is between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. SVP will, at its discretion, allow access during non-business hours when required.

## **SECTION 6. WORK AUTHORIZATION PROCESS**

Contractor acknowledges that Contractor is one of two firms selected to perform On-Call Civil Material Testing and Special Inspection Services, pursuant to two separate agreements (collectively, the "On-Call Civil Material Testing and Special Inspection Services Agreements"). Actual work will be assigned as set forth below.

### **6.1 Non-Emergency Work**

- 6.1.1** When services are required, SVP will notify one or more contractors under contract for On-Call Civil Material Testing and Special Inspection Services to provide a proposal for the work. SVP will provide a description of the work required, the basis of the award, the deadline for response, and any other relevant information (Work Request).
- 6.1.2** Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:
  - 6.1.2.1** A work plan that includes a detailed description by task of the Services to be performed.
  - 6.1.2.2** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.
  - 6.1.2.3** A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
  - 6.1.2.4** Any required drawings or documents.
  - 6.1.2.5** A list of City responsibilities.
  - 6.1.2.6** An itemized cost proposal showing:
    - 6.1.2.6.1** Hours and hourly rates by position as listed in Appendix B1 for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
    - 6.1.2.6.2** Parts/materials
    - 6.1.2.6.3** Laboratory fees
    - 6.1.2.6.4** Rental and/or specialty equipment
    - 6.1.2.6.5** Reimbursable/Out-of-Pocket expenses, in accordance with the limitations set forth in Exhibit B.
    - 6.1.2.6.6** Any additional costs

**6.1.2.6.7** Estimated total amount (indicate if basis is fixed fee or time-and-materials)

**6.1.2.6.8** Payment schedule (if a fixed fee, payments must be tied to successful completion of milestones/deliverables)

**6.1.3** When requested by City, Contractor shall include a proposed project schedule including expected start and end dates. The project schedule shall indicate any activities, products, or materials that may impact the project timeline, including, but not limited to, lead times for material sourcing, shipping and receiving delays, or other sources of potential schedule risk. SVP and Contractor may negotiate final schedule which shall be included in final Work Authorization (a Purchase Order shall be attached to the Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.4** The City shall review the quote and, if there are no issues or concerns, City will approve the quote from the awarded contractor and provide written authorization for Contractor to begin the Services (Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.5** Except in the case of emergency work which shall follow the process in Section 6.2., at no time shall Contractor begin work without a Work Authorization

**6.1.6** Work Authorization may only be given by a Division Manager, Senior Division Manager, Assistant Director, Chief Electric Utility Operating Officer, or Chief Electric Utility Operating Officer or (email is acceptable). City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

## **6.2 Emergency Work**

**6.2.1** An Emergency Work Authorization should be utilized only in instances of a threat to public health or safety, loss of or damage to property, or serious disruption to essential services. An emergency is defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action.

**6.2.2** An Emergency Work Authorization, which does not need to be in writing, may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer through an email; provided that, if that is not possible a verbal authorization may be made. Such verbal authorizations will be confirmed

by the City in writing within three business days. When emergency services are required, Contractor shall send a quote to the City for the required services as soon as possible, but no later than three (3) business days after starting work. The quote shall be detailed in accordance with this section and shall also include any completed work. The City will issue a written Emergency Work Authorization (with an attached Purchase Order as soon as reasonably practicable and will memorialize the services performed and such Work Authorization shall be incorporated into the Agreement.

- 6.3** Contractor shall not initiate any additional services which will extend past the term in Section 2 of the Agreement or exceed the maximum compensation in Section 6 of the Agreement.

## **SECTION 7. APPLICABLE LAWS AND REGULATIONS**

- 7.1** Contractor shall be informed of and comply with all applicable present and future federal, state, and local regulations, ordinances and codes.
- 7.2** Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

## **SECTION 8. PERMITS AND LICENSES**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## **SECTION 9. WORK AREA**

- 9.1** Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of the Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.
- 9.2** Contractor shall follow all directions of City with regard to clean-up both during the course of and upon completion of the Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other work required to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

## **SECTION 10. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS**

- 10.1** All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from SVP personnel.
- 10.2** Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. SVP reserves the right to suspend Services if improper tools or equipment are being used or operated.
- 10.3** Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to SVP.
- 10.4** All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. SVP will not be responsible for the loss of tools, equipment, or materials.

## **SECTION 11. DISPOSAL OF WASTE & SCRAPS**

- 11.1** All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Unless otherwise specified in the applicable Work Authorization, Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.
- 11.2** Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.
- 11.3** Contractor shall recycle all material scraps, and credit the value to the City.

## **SECTION 12. SAFETY**

- 12.1** Safety must always be the top priority. Contractor must take all necessary precautions for the safety of all persons on the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.
- 12.2** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

## **SECTION 13. INJURY/PROPERTY DAMAGE**

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of the Services. Contractor shall investigate the reported injury or damage upon request from SVP and provide SVP with regular updates including all accident reports until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist as required.

## **SECTION 14. CONTRACTOR PERSONNEL**

### **14.1 Project Manager/On-Site Supervisor**

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate work tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with SVP staff.

### **14.2 Staffing**

- 14.2.1** Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.
- 14.2.2** Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.
- 14.2.3** Contractor shall inform SVP immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

### **14.3 Employee Training**

- 14.3.1** At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.
- 14.3.2** It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.
- 14.3.3** Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

**14.3.4** Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

**14.3.5** At the City's request, Contractor shall submit copies of training records for its employees.

#### **14.4 Standards of Conduct**

**14.4.1** Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

**14.4.1.1** Display a discourteous, abrupt, abrasive, or belligerent attitude.

**14.4.1.2** Possess or use alcohol, narcotics, firearms, or illegal drugs.

**14.4.1.3** Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

**14.4.1.4** Present or identify themselves as employees of the City of Santa Clara.

**14.4.1.5** Have firearms, narcotics, drugs, intoxicants, or other restricted materials.

**14.4.2** The City reserves the right, at its sole discretion, to refuse the Services of any particular Contractor employee. In such case, Contractor shall immediately remove the said employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

**14.4.3** In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

#### **SECTION 15. E-BUILDER**

**15.1** When required by City, Contractor shall use utilize e-Builder for the submission of data and documents throughout the term of this agreement.

**15.2** e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the

primary means of project information submission and management or as otherwise agreed upon with the City.

- 15.3** The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.
- 15.4** Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 15.5** e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.
- 15.6** Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
- 15.7** Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.
- 15.8** At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.
- 15.9** While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available)

as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

- 15.9.1** Correspondence
  - 15.9.2** Meeting Minutes
  - 15.9.3** Submittals and Shop Drawings
  - 15.9.4** Product Data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.
  - 15.9.5** Requests for Information (RFI's)
  - 15.9.6** Submittals and Shop Drawings
  - 15.9.7** Change Order requests and documentation, including record copies of change orders, proposals, and modifications.
  - 15.9.8** Pay Applications
  - 15.9.9** "Official" correspondence (such as letters) including informal correspondence, such as email.
  - 15.9.10** Pre-Task Plans (PTPs)
  - 15.9.11** Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports
  - 15.9.12** All official reports, such as Commissioning reports
  - 15.9.13** Notices and Claims
  - 15.9.14** Operations and Maintenance Manuals
  - 15.9.15** All Close-out documents, and
  - 15.9.16** All testing results
- 15.10** Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.
- 15.11** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

## **APPENDIX A-1 TYPES OF MATERIALS TESTING AND INSPECTION SERVICES**

Appendix A-1 lists the types of material testing and inspection services that may be required. Not all testing listed herein will be required for all projects. Other additional activities may be required by SVP than shown in this Appendix.

### **SECTION 1. NATIVE SOIL - SUBGRADE**

- 1.1** Field sampling
- 1.2** Laboratory testing, American Society for Testing and Material (ASTM) ASTM D 1557
- 1.3** Field compaction testing
- 1.4** Moisture Content
- 1.5** Unit Weight
- 1.6** Maximum Density/Optimum Moisture
- 1.7** Relative Compaction

### **SECTION 2. TRENCH BACKFILL**

- 2.1** Field sampling of sand
- 2.2** Laboratory testing ASTM D 1557
- 2.3** Field compaction testing

### **SECTION 3. BASE ROCK**

- 3.1** Stockpile sampling
- 3.2** Laboratory testing ASTM D 1557
- 3.3** Field compaction testing

### **SECTION 4. AGGREGATES**

- 4.1** Sieve Analysis
- 4.2** Unit Weight and Voids
- 4.3** Soundness
- 4.4** Abrasion Resistance

**4.5** Sand Equivalent

**4.6** Durability

**4.7** Cleanness

## **SECTION 5. CONCRETE FIELD**

**5.1** Concrete placement inspection

**5.2** Concrete sampling

**5.3** Reinforcing steel inspection

**5.4** Non-shrink grout placement

**5.5** Non-shrink grout sampling

**5.6** Pier drilling and concrete placement inspection

**5.7** Slump

## **SECTION 6. CONCRETE LAB**

**6.1** Field sample pick-up

**6.2** Concrete compression ASTM C 39

**6.3** Non-shrink grout compression ASTM C 1090

**6.4** Unit Weight and Voids

**6.5** Air Content

**6.6** Compressive Strength (cylinders)

**6.7** Compressive Strength (cores)

**6.8** Flexural Strength (beams)

## **SECTION 7. REINFORCING STEEL**

**7.1** Tensile & Bend

**7.2** Inspection of Placement

**7.3** Inspection of Welding

## **SECTION 8. MASONRY FIELD**

- 8.1 Full time placement inspection
- 8.2 Reinforcing steel inspection
- 8.3 Grout placement inspection
- 8.4 Grout sampling
- 8.5 Mortar sampling
- 8.6 Masonry block sampling

## **SECTION 9. MASONRY LAB**

- 9.1 Grout prism- compression test ASTM C 1019
- 9.2 Masonry composite prism compression test ASTM C 1314
- 9.3 Mortar compression test ASTM C 780

## **SECTION 10. ASPHALT FIELD**

- 10.1 Asphalt placement inspection
- 10.2 Asphalt field sampling
- 10.3 Field compaction testing

## **SECTION 11. ASPHALT LAB**

- 11.1 Bulk Sp. Gravity – density
- 11.2 Hveem compaction- Plant mix
- 11.3 Hveem test max. density
- 11.4 Relative Compaction
- 11.5 Stability and Flow
- 11.6 Stabilometer
- 11.7 Core Thickness
- 11.8 Asphalt Extraction
- 11.9 Asphalt Binder Content

## SECTION 12. CONCRETE ANCHORS

12.1 Anchor/dowel installation inspection

12.2 Proof load testing inspection

## SECTION 13. STRUCTURAL STEEL

13.1 Field AL bus welding inspection

13.2 Embed plate welding of bldg. and transformers

13.3 Field weld ultrasonic inspection

13.4 Sample & Test (list specific members below)

13.5 Shop Identification & Welding Inspection

13.6 Shop Ultrasonic Inspection

13.7 Shop Radiography

13.8 Field Welding Inspection

13.9 Field Bolting Inspection

13.10 Field Ultrasonic Inspection

13.11 Field Radiography

## SECTION 14. GEOTECHNICAL

Perform compaction testing per the following **Caltrans Standard Specifications**:

14.1 Earthwork - Section 19

## SECTION 15. CONCRETE

Verification and Inspection	Continuous	Periodic	Referenced Standard	CBC Reference
1. Inspection of reinforcing steel, including pre-stressing tendons and placement.	---	x	American Concrete Institute (ACI) ACI 31B: 3.5, 7.1-7.7	1913.4
2. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X	---	---	1911.5

3. Verifying use of required design mix.	---	X	ACI 318: Ch.4, 5.2-5.4	1904.2.2, 1913.2, 1913.3
4. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	---	ASTM C172 ASTM C31, ASTM C94 ACI 318: 5.6 5.8 ACI 336.1 (drilled piers)	1913.10
5. Verification of concrete strength, three cylinders from point of truck discharge for each 150 cy of concrete placed (5 cylinders min). But at least three of each 5000 sf of wall or formed slab, additional tests if concrete properties appear to have changed.	---	X	ACI 318: 5.6, 6.2 (shore/form removed)	---
6. Inspect formwork for shape, location and dimensions of the concrete member being formed.	---	X	ACI 318: 6.1.1	---

**15.1** Concrete pre-placement Inspection: Concrete shall not be placed until the forms and reinforcement have been inspected, all preparations for the placement have been completed, and the preparations have been checked by the inspector of record and special inspector, all subject to the observation of the structural engineer.

**SECTION 16. MASONRY**

**16.1** Engineered masonry in Occupancy Category II, III, or IV. The minimum special inspection program for masonry designed by Section 2107 or 2108, or by chapters other than Chapter 6 of ACI 530/ American Society of Civil Engineers (ASCE) ASCE 5/ The Masonry Society (TMS) TMS 402 in structures classified as Occupancy Category II, III, or IV, in accordance with Section 1604.5, shall comply with Table M1.

**TABLE M1**

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ ASCE 5/ TMS 402a	ACI 530.1/ ASCE 6/ TMS 602a
1. As masonry construction begins, the following shall be verified to ensure compliance:					
a. Proportion of site-prepared mortar.	---	X	---	---	Art. 2.6A
b. Construction of mortar joints	---	X	---	---	Art. 3.3B
c. Location of reinforcement.	---	X	---	---	Art.3. 4, 3.6A
2. The inspection of program shall verify:					
a. Size and location of structural elements.	---	X	---	---	Art.3. 3G
b. Specified size, grade and type of reinforcement	---	X	---	Sec.1. 13	Art. 2.4, 3.4
3. Prior to grouting, the following shall be verified to ensure compliance:					
a. Grout space is clean.	---	X	---	---	Art.3. 2D
b. Placement of reinforcement.	---	X	---	Sec. 1.13	Art. 3.4
c. Proportion of site-prepared grout.	---	X	---	---	Art. 2.6B
d. Construction of mortar joints.		X	---	---	Art. 3.3B
4. Grout placement shall be verified to ensure compliance with code and construction document provisions.	X	---	---	---	Art. 3.5

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ ASCE 5/ TMS 402a	ACI 530.1/ ASCE 6/ TMS 602a
5. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed	X	---	Sec. 2105.2, 2105.3	---	Art. 1.4
6. Test 3 prisms prior to construction and 3 prisms for each 5000 sf during construction.	---	X	Sec. 2105.2.2, 2105.3	---	Art. 1.4
7. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5

Non-shrink/ expansive grout. The special inspector shall take test specimens and continuously inspect the placement of non-shrink/ expansive grout.

#### SECTION 17. STRUCTURAL STEEL

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCE STANDARD	CBC REFERENCE
1. Material verification of high-strength bolts, nuts and washers.				
a. Identification markings to conform to ASTM standards as specified in the approved construction documents.	--	X	Applicable ASTM material specifications: American Institute of Steel Construction (AISC) AISC	--

			360, Section A3.3	
2. Inspection of high-strength bolting:			AISC 360, Section M2.5 specification for structural joints using ASTM A325 or A490 bolts, 2004 Section 9	1704.3.3
a. Bearing-type connections	--	X		
b. Slip-critical connections				
3. Material verification of structural steel:				
a. Identification markings to conform to AWS specification in the approved construction documents	--	--	ASTM A6 or ASTM A568	1708.4
b. Manufacturers' certified mill test reports	--	--	ASTM A6 or ASTM A568	
4. Material verification of weld filler materials:				
a. Identification markings to confirm ASTM specification in the approved construction documents.	---	X	AISC 360, Section A3.5	---
b. Manufacturer's certification of compliance required.	---	X	---	---
5. Inspection welding:				
a. structural steel:				
1) Complete and partial penetration groove welds	X	---	AWS D1.1	1704.3.1
2) Multipass fillet welds/	X	---		
3) Single-pass fillet welds > 5/16"	X	---		

4) Single-pass fillet welds $\leq 5/16"$	---	X		

- 17.1** Details The inspector shall perform an inspection of the steel frame to verify compliance with the details shown on the approved construction documents, such as bracing, stiffening, member locations and proper application of joint details at each connection.
- 17.2** Inspection of shop fabrication: Inspection of shop fabrication shall be required for significant structural detailed connection and fabrication work as directed by the enforcement agency. This inspection shall be made by a qualified inspector approved by the enforcement agency. The inspector shall furnish the structural engineer and the enforcement agency with a report that the materials and workmanship conform to the approved plans and specifications.
- 17.3** High-strength bolts Installation of high-strength bolts shall be periodically inspected in accordance with AISC specifications.
- 17.4** General: While the work is in process, the special inspector shall determine that the requirements for bolts, nuts, washers and paint; bolted parts and installation and tightening in such standards are met. For bolts requiring pre-tensioning, the special inspector shall observe the pre-installation testing and calibration procedures when such procedures are required by the installation method or by project plans or specification; determine that all plies of connected materials have been drawn together and properly snugged and monitor the installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts. For joints required to be tightened only to the snug-tight condition, the special inspector need only verify that the connected materials have been drawn together and properly snugged.
- 17.5** Periodic monitoring: Monitoring of bolt installation for pre-tensioning is permitted to be performed on a periodic basis when using the turn-of-nut method with matchmarking techniques, the direct tension indicator method or the alternate design fastener (twist-off-bolt) method. Joints designated as snug tight need be inspected only on a periodic basis.

## SECTION 18. WELDING

- 18.1** Welding: Welding inspection shall be in compliance with American Welding Society (AWS) AWS D1.1. The basis for welding inspector qualification shall be AWS D1.1.
- 18.2** Inspection of welding: Inspection of all shop and field-welding operations including the installation of automatic end-welded stud shear connectors shall be made by a qualified welding inspector approved by the enforcement agency. Such inspector shall be a person trained and thoroughly experienced in inspecting welding operations. The inspector's ability to distinguish between sound and unsound

welding shall be reliably established. The minimum requirements for a qualified inspector shall be as those for an AWS-certified welding inspector (CWI), as defined in the provisions of the AWS QC1. All welding inspectors shall be as approved by the enforcement agency.

- 18.3** The ability of each welder to produce sound welds of all types required by the work shall be established by welder qualification satisfactory to the enforcement agency.
- 18.4** Welding inspections of structural welding shall conform to the requirements of AWS D1.1, except as modified by this section.
- 18.5** Welding inspection of cold-formed steel members shall conform to the requirements of AWS D1.3.
- 18.6** The welding inspector shall make a systematic record of all welds. This record shall include in addition to other required records:
  - 18.6.1** Identification marks of welders.
  - 18.6.2** List of defective welds.
  - 18.6.3** Manner of correction of defects.
- 18.7** The welding inspector shall check the material, equipment, details of construction and procedure. The inspector shall also check the ability of the welder. The inspector shall verify that the installation procedure for automatic end-welded stud shear connectors is in accordance with the requirements of AWS D1.1 and the approved plans and specifications. The inspector shall furnish the structural engineer and the enforcement agency with a verified report that the welding is proper and has been done in conformity with AWS D1.1 and the approved plans and specifications. The inspector shall use all means necessary to determine the quality of the weld. The inspector may use gamma ray, magnaflux, trepanning, sonic or any other aid to visual inspection which the inspector may deem necessary to be assured of the adequacy of the welding.

## **SECTION 19. ASPHALT**

Perform compaction testing per the following Caltrans Standard Specifications:

- 19.1** Asphalt Base - Section 26
- 19.2** Hot Mix Asphalt - Section 39.

**EXHIBIT B  
SCHEDULE OF FEES**

**SECTION 1. MAXIMUM COMPENSATION**

For the maximum compensation payable to Contractor under this Agreement, refer to Section 6 (Maximum Compensation) in the main body of this Agreement.

**SECTION 2. RATES**

Compensation under each Work Authorization shall be in accordance with the rates set forth herein.

- 2.1 Rates.** Rates listed in Appendix B1 (Rate Sheet) are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.2 Rate Increase.** Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Rates may be negotiated no more than once annually. City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable). Contractor shall provide justification if requested by City. Once accepted, such rates shall be incorporated into the agreement by reference.
- 2.3 Reimbursable Expenses.** Any and all reimbursable expenses shall be set forth in the Work Authorization or Emergency Work Authorization. Any such expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services. Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor to the extent the City has preapproved, in writing, the cost of such services.	Not to exceed 15%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup

Reimbursable Expense Schedule		Mark Up
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA). <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . Airfare or rental car, where applicable shall be at economy rates.	No Markup

### SECTION 3. PAYMENT PROVISIONS

- 3.1** Time and Materials. Contractor shall provide an invoice to the City on a monthly basis for services completed in the immediately preceding month. The invoice must include the following information:
- 3.1.1** Invoice Number, Work Authorization/Purchase Order Number, and Invoice Period.
  - 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning work.
- 3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the services and/or any furnished deliverables have been satisfactorily performed.
- 3.4** Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5** Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.
- 3.6** Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

**APPENDIX B1  
RATE SHEET**

**Professional Services**

Engineering Assistant/Laboratory Technician .....	\$85/hr.
Engineering Field Technician/Special Inspector I .....	85/125(PW)* /hr.
Engineering Field Technician/Special Inspector II .....	95/135(PW)* /hr.
Engineering Field Technician/Special Inspector III/Equipment Operator .....	105/145(PW)* /hr.
Word Processor/Technical Editor/Draftsman.....	85/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	100/hr.
Project Coordinator/GIS Specialist.....	110/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor.....	125/hr.
Senior Staff Engineer/Geologist/Scientist.....	135/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor .....	145/hr.
Senior Project Engineer/Geologist/Scientist.....	160/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	175/hr.
Associate Engineer/Geologist/Scientist .....	200/hr.
Principal Engineer/Geologist/Scientist/Litigation Support.....	240/hr.
Deposition or Court Appearance .....	400/hr.
Attorney Fees (General) .....	350/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate.....	1.5X Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate .....	2X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	4 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

**Equipment & Analytical Tests**

Nuclear Gauge.....	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	60/day
Equipment Truck .....	200/day	55-gallon drum .....	65/ea.
Direct-Push Rig/Operator .....	185/225(PW)* /hr.	TPHg (EPA 8015M) .....	90/ea.
Direct-Push Sample Liner .....	10/ea.	TPHd/mo (EPA 8015M) .....	80/ea.
Equipment Trailer.....	100/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Wenner 4-Pin Earth Resistivity Meter.....	150/day	Volatile Organic Compounds (EPA 8260B).....	150/ea.
Coring Machine (concrete, asphalt, masonry).....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dynamic Cone Penetrometer.....	250/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Dilatometer (DMT) Test Equipment.....	800/day	Single Metal (EPA 6010B) .....	30/ea.
Generator or Air Compressor .....	150/day	STLC or TCLP Extraction .....	75/ea.
GPS Unit.....	160/day	Soil pH (EPA 9045C) .....	25/ea.
Drive-Tube Sampler or Hand-Auger .....	50/day	Organochlorine Pesticides (EPA 8081).....	125/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	Naturally Occurring Asbestos (CARB 435).....	90/ea.
Water Level Indicator .....	40/day	Asbestos PLM.....	20/ea.
Battery-Powered Pump .....	75/day	Asbestos 1,000-pt Count.....	80/ea.
Photo-Ionization Meter .....	150/day	48-hr/24-hr Turnaround Time .....	60%/100% surcharge

**Laboratory Tests**

<b>COMPACTION CURVES</b>		<b>SOIL AND AGGREGATE STABILITY</b>	
4-inch mold (D1557/D698) .....	\$225/ea.	Resistance Value, R-Value (D2844/CAL301) .....	\$300/ea.
6-inch mold (D1557/D698) .....	225/ea.	R-Value, Treated (CAL301).....	325/ea.
California Impact (CAL216) .....	225/ea.	California Bearing Ratio (D1883) .....	175/pt.

Check Point .....	100/ea.	Stabilization Ability of Lime (C977).....	180/ea.
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**SOIL AND AGGREGATE PROPERTIES**

#200 Wash (D1140/C117).....	\$90/ea.	Moisture Determination, tube sample (D2216) .....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	120/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318).....	200/ea.
Hydrometer Analysis (D422).....	165/ea.	Sand Equivalent (D2419/CAL217).....	100/ea.
Sieve Analysis with Hydrometer (D422).....	200/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity, Soil (T100) .....	100/ea.	Sulfate Content (CAL417) .....	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422) .....	50/ea.
Specific Gravity Fine Aggregate (C128) .....	75/ea.	Organic Content (D2974).....	65/ea.
		Cut/Extract Shelby Tube.....	100/ea.

**SHEAR STRENGTH**

Unconfined Compression (D2166) .....	\$100/ea.
Direct Shear (3 pts.)(D3080).....	325/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

**PERMEABILITY, CONSOLIDATION AND EXPANSION**

Permeability, Flexible Wall (D5084).....	\$300/ea.
Permeability, Rigid Wall (D5856) .....	300/ea.
Consolidation (D2435) .....	60/pt.
Expansion Index (D4829/UBC 29-2) .....	225/ea.
Swell/Collapse (D4546) .....	165/pt.

**AGGREGATE QUALITY**

Sieve Analysis to #200 (C136).....	\$120/ea.
L.A. Rattler Test (500 rev.) (C131) .....	200/ea.
Durability Index (D3744/CAL229) .....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

**CONCRETE / MASONRY / REINFORCING STEEL**

Compressive Strength, Cast Cylinders (C39) .....	\$30/ea.
Compressive Strength, Cores (C42) .....	60/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	80/ea.
DSA Masonry Shear (DSA-207).....	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140)....	80/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger) .....	200/250/ea.
CMU Compressive Strength (C140).....	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)...	30/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	75/ea.
Compressive Strength, Masonry Prism (C1314).....	250/ea.

**HOT MIX ASPHALT**

HMA Air Voids, Gyration (T269).....	\$525/ea.
Hamburg Wheel Tracker (T324) .....	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Ignition/Sieve Analysis (C136/CAL202).....	220/ea.
HMA Core Unit Weight (D1188/CAL308).....	100/ea.
% Asphalt, Ignition Method (D6307/CAL382) .....	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382) .....	400/ea.
Tensile Strength Ratio (T283).....	1,000/ea.

**\*2X surcharge on rush turnaround for laboratory testing**

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Notwithstanding the foregoing, only those subcontracts who are performing design professional or consulting services shall be required to provide Professional Liability coverage as required in Section D of this Exhibit C. 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



## 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.

**J. 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](http://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](http://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.

#### K. 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.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
NINYO & MOORE  
GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 1, 2023 and terminate on March 31, 2028. The City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to five (5) additional one-year options through March 31, 2033.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services and materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct the Services or replace materials, City may make corrections to the Services or replace materials or 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**

- A. Maximum Total Compensation – Agreement. The maximum compensation payable by the City to Contractor \ shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the Services and all associated reimbursable expenses, supplies, materials and equipment. Contractor

shall not perform work without an executed amendment to this Agreement in excess of the maximum compensation.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

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

City of Santa Clara  
Attention: Diana Shiles  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [dshiles@santaclaraca.gov](mailto:dshiles@santaclaraca.gov)

And to Contractor addressed as follows:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants  
Attention: Ruchil Shah  
2419 O'Toole, Suite 30  
San Jose, CA 95131  
[rshah@ninyoandmoore.com](mailto:rshah@ninyoandmoore.com)

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

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## 19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to the Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated:

4/17/23





Office of the City Attorney  
City of Santa Clara

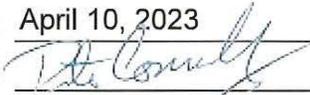
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES  
CONSULTANTS**  
a California corporation

Dated: April 10, 2023

By (Signature):



Name: Peter Connolly CE#61547

Title: Principal Engineer

Principal Place of  
Business Address: 2149 O'Toole Avenue, Suite 30, San Jose, CA 95131

Email Address: pconnolly@ninyoandmoore.com

Telephone: ( ) 408-435-9000

Fax: ( ) 408-435-9006

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

### **SECTION 1. GENERAL**

- 1.1** Contractor shall provide on-call material testing and special inspection services as required for a variety of projects for the City's Electric Department (SVP).
- 1.2** Contractor shall perform the Services in accordance with the latest project specifications, SVP standard document, and other generally recognized standards. Any deviations must be approved in writing by SVP.

### **SECTION 2. SERVICES TO BE PERFORMED**

This section and Appendix A1 provide a general description of the Services that will be required by the City under this agreement. The actual Services to be performed for each project will be further described in the Work Request and in Contractor's Proposal, pursuant to the work authorization process outlined in SECTION 6.

#### **2.1 Materials Testing**

- 2.1.1** Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 2.1.2** Sample materials in accordance with applicable standards.
- 2.1.3** Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 2.1.4** Develop reports summarizing the results of laboratory analysis and testing.
- 2.1.5** Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 2.1.6** Review construction material submittals for conformance with plans and specifications.
- 2.1.7** Observe and verify materials at construction sites conform to plans and specifications.
- 2.1.8** Perform testing of in-place materials.

**2.1.9** Conduct material plant inspections and review plant quality control procedures.

## **2.2 Special Inspections**

**2.2.1** Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.

**2.2.2** Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

**2.2.3** Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.

**2.2.4** Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.

**2.2.5** Bring non-conforming items to the immediate attention of the Contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the City immediately by telephone or in person, the City's designated representative, and the Engineer-of-Record.

**2.2.6** Furnish weekly reports of inspections directly to the City, Engineer-of-Record, City's designated representative, and others as designated. The weekly reports are to include the following:

**2.2.6.1** Description of inspections made with locations.

**2.2.6.2** List of all non-conforming items.

**2.2.6.3** Indication of how non-conforming items were resolved or indicate unresolved items as applicable.

**2.2.6.4** Itemize changes authorized by Engineer-of-Record or City representative if not included in non-conformance items.

**2.2.7** Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.

**2.2.8** Submit a final signed report to the City project representative and/or City Project Manager stating that all items requiring special inspection were

fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, period inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

## **SECTION 3. REPORTS**

### **3.1 Inspection Reports**

The inspector of record and special inspector shall furnish inspection reports to the SVP onsite representatives and the Engineer-of-Record. Reports shall indicate if the work inspected was completed in conformance to approved construction documents. Contractor shall immediately bring any discrepancies to the attention of the SVP onsite representatives and construction contractor for correction. If the discrepancies are not corrected by the construction contractor, Contractor shall report the discrepancies to the SVP onsite representatives and **to the Engineer-of-Record prior to the completion of that phase of work.**

### **3.2 Test Plan**

Contractor shall submit a proposed test plan including a list of equipment to be used for performing the special inspections for SVP's approval prior to beginning any testing.

### **3.3 Written Records**

Contractor shall maintain a written record of all tests showing at a minimum the following information:

- 3.3.1** Unique report identification number
- 3.3.2** Date
- 3.3.3** Project name
- 3.3.4** Personnel performing the test
- 3.3.5** Equipment or material tested, and results
- 3.3.6** Location of test
- 3.3.7** Brief description
- 3.3.8** Detailed description

**3.3.9** Plan or specification reference

**3.3.10** Photos

### **3.4 Test Reports**

Contractor shall submit weekly test reports to the City in electronic and paper formats. The City will not approve any request for payments until receipt of the such reports.

### **3.5 Final Test Reports**

Contractor shall submit signed copies of the final test report to SVP for approval. The final test report must contain a table of contents, summary of testing results, an index, and a statement that all inspection items have passed. The report must be submitted in electronic format (PDF or Microsoft Word) and one (1) hard copy. The City will not approve final payment until receipt of the final test report.

### **3.6 Summary Reports**

Contractor shall submit a Summary Report at least once a week. The report should contain the following information:

**3.6.1** Unique report identification number

**3.6.2** Date

**3.6.3** Project name

**3.6.4** Personnel making the test

**3.6.5** Equipment or material tested, and results

**3.6.6** Location of test

**3.6.7** Brief description

**3.6.8** Any additional information that may be requested by SVP

## **SECTION 4. COMPLETION OF WORK**

All Services shall be completed in a timely, efficient manner as provided in the applicable Purchase Order / Emergency Work Order.

## **SECTION 5. HOURS AND DAYS OF SERVICE**

Contractor will generally perform the required Services during regular business hours which is between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. SVP will, at its discretion, allow access during non-business hours when required.

## **SECTION 6. WORK AUTHORIZATION PROCESS**

Contractor acknowledges that Contractor is one of two firms selected to perform On-Call Civil Material Testing and Special Inspection Services, pursuant to two separate agreements (collectively, the "On-Call Civil Material Testing and Special Inspection Services Agreements"). Actual work will be assigned as set forth below.

### **6.1 Non-Emergency Work**

- 6.1.1** When services are required, SVP will notify one or more contractors under contract for On-Call Civil Material Testing and Special Inspection Services to provide a proposal for the work. SVP will provide a description of the work required, the basis of award, the deadline for response, and any other relevant information (Work Request).
- 6.1.2** Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:
  - 6.1.2.1** A work plan that includes a detailed description by task of the Services to be performed.
  - 6.1.2.2** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.
  - 6.1.2.3** A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
  - 6.1.2.4** Any required drawings or documents.
  - 6.1.2.5** A list of City responsibilities.
  - 6.1.2.6** An itemized cost proposal showing:
    - 6.1.2.6.1** Hours and hourly rates by position as listed in Appendix B1 for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
    - 6.1.2.6.2** Parts/materials
    - 6.1.2.6.3** Laboratory fees

- 6.1.2.6.4** Rental and/or specialty equipment
- 6.1.2.6.5** Reimbursable/Out-of-Pocket expenses, in accordance with the limitations set forth in Exhibit B.
- 6.1.2.6.6** Any additional costs
- 6.1.2.6.7** Estimated total amount (indicate if basis is fixed fee or time-and-materials)
- 6.1.2.6.8** Payment schedule (if fixed fee, payments must be tied to successful completion of milestones/deliverables)

**6.1.3** When requested by City, Contractor shall include a proposed project schedule including expected start and end dates. The project schedule shall indicate any activities, products, or materials that may impact the project timeline, including, but not limited to, lead times for material sourcing, shipping and receiving delays, or other sources of potential schedule risk. SVP and Contractor may negotiate final schedule which shall be included in final Work Authorization (a Purchase Order shall be attached to the Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.4** The City shall review the quote and, if there are no issues or concerns, City will approve the quote from the awarded contractor and provide written authorization for Contractor to begin the Services (Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.5** Except in the case of emergency work which shall follow the process in Section 6.2., at no time shall Contractor begin work without a Work Authorization

**6.1.6** Work Authorization may only be given by a Division Manager, Senior Division Manager, Assistant Director, Chief Electric Utility Operating Officer, or Chief Electric Utility Operating Officer or (email is acceptable). City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

**6.1.7**

## **6.2 Emergency Work**

**6.2.1** An Emergency Work Authorization should be utilized only in instances of a threat to public health or safety, loss of or damage to property, or serious disruption to essential services. An emergency is defined as an

unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action.

**6.2.2** An Emergency Work Authorization, which does not need to be in writing, may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer through an email; provided that, if that is not possible a verbal authorization may be made.. Such verbal authorizations will be confirmed by the City in writing within three business days. When emergency services are required, Contractor shall send a quote to the City for the required services as soon as possible, but no later than three (3) business days after starting work. The quote shall be detailed in accordance with this section and shall also include any completed work. The City will issue a written Emergency Work Authorization (with a an attached Purchase Order) as soon as reasonably practicable and will memorialize the services performed and such Work Authorization shall be incorporated into the Agreement

**6.3** Contractor shall not initiate any additional services which will extend past the term in Section 2 of the Agreement or exceed the maximum compensation in Section 6 of the Agreement.

## **SECTION 7. APPLICABLE LAWS AND REGULATIONS**

**7.1** Contractor shall be informed of and comply with all applicable present and future federal, state, and local regulations, ordinances and codes.

**7.2** Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

## **SECTION 8. PERMITS AND LICENSES**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## **SECTION 9. WORK AREA**

**9.1** Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of the Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.

- 9.2** Contractor shall follow all directions of City with regard to clean-up both during the course of, and upon completion of the Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other work required to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

## **SECTION 10. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS**

- 10.1** All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from SVP personnel.
- 10.2** Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. SVP reserves the right to suspend Services if improper tools or equipment are being used or operated.
- 10.3** Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to SVP.
- 10.4** All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. SVP will not be responsible for the loss of tools, equipment, or materials.

## **SECTION 11. DISPOSAL OF WASTE & SCRAPS**

- 11.1** All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Unless otherwise specified in the applicable Work Authorization, Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.
- 11.2** Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.
- 11.3** Contractor shall recycle all material scraps, and credit the value to the City.

## **SECTION 12. SAFETY**

- 12.1** Safety must always be the top priority. Contractor must take all necessary precautions for the safety of all persons on the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the

public including posting danger signs and warnings against known or unusual hazards.

- 12.2** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

## **SECTION 13. INJURY/PROPERTY DAMAGE**

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of the Services. Contractor shall investigate the reported injury or damage upon request from SVP and provide SVP with regular updates including all accident reports until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist as required.

## **SECTION 14. CONTRACTOR PERSONNEL**

### **14.1 Project Manager/On-Site Supervisor**

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during performance of the Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate work tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with SVP staff.

### **14.2 Staffing**

**14.2.1** Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

**14.2.2** Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

**14.2.3** Contractor shall inform SVP immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

### **14.3 Employee Training**

**14.3.1** At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

- 14.3.2** It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.
- 14.3.3** Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.
- 14.3.4** Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.
- 14.3.5** At the City's request, Contractor shall submit copies of training records for its employees.

#### **14.4 Standards of Conduct**

- 14.4.1** Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:
  - 14.4.1.1** Display a discourteous, abrupt, abrasive, or belligerent attitude.
  - 14.4.1.2** Possess or use alcohol, narcotics, firearms, or illegal drugs.
  - 14.4.1.3** Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.
  - 14.4.1.4** Present or identify themselves as employees of the City of Santa Clara.
  - 14.4.1.5** Have firearms, narcotics, drugs, intoxicants, or other restricted materials.
- 14.4.2** The City reserves the right, at its sole discretion, to refuse the Services of any particular Contractor employee. In such case, Contractor shall immediately remove the said employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.
- 14.4.3** In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

## **SECTION 15. E-BUILDER**

- 15.1** When required by City, Contractor shall use utilize e-Builder for submission of data and documents throughout the term of this agreement.
- 15.2** e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 15.3** The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.
- 15.4** Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 15.5** e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.
- 15.6** Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
- 15.7** Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.
- 15.8** At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.
- 15.9** While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for

scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

**15.9.1** Correspondence

**15.9.2** Meeting Minutes

**15.9.3** Submittals and Shop Drawings

**15.9.4** Product Data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.

**15.9.5** Requests for Information (RFI's)

**15.9.6** Submittals and Shop Drawings

**15.9.7** Change Order requests and documentation, including record copies of change orders, proposals, and modifications.

**15.9.8** Pay Applications

**15.9.9** "Official" correspondence (such as letters) including informal correspondence, such as email.

**15.9.10** Pre-Task Plans (PTPs)

**15.9.11** Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports

**15.9.12** All official reports, such as Commissioning reports

**15.9.13** Notices and Claims

**15.9.14** Operations and Maintenance Manuals

**15.9.15** All Close-out documents, and

**15.9.16** All testing results

**15.10** Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be

available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

**15.11** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

**APPENDIX A - 1**  
**TYPES OF MATERIALS TESTING AND INSPECTION SERVICES**

Appendix A-1 list the types of material testing and inspection that may be required. Not all testing listed herein will be required for all projects. Other additional activities may be required by SVP than shown in this Appendix.

**SECTION 1. NATIVE SOIL - SUBGRADE**

- 1.1 Field sampling
- 1.2 Laboratory testing, American Society for Testing and Material (ASTM) ASTM D 1557
- 1.3 Field compaction testing
- 1.4 Moisture Content
- 1.5 Unit Weight
- 1.6 Maximum Density/Optimum Moisture
- 1.7 Relative Compaction

**SECTION 2. TRENCH BACKFILL**

- 2.1 Field sampling of sand
- 2.2 Laboratory testing ASTM D 1557
- 2.3 Field compaction testing

**SECTION 3. BASE ROCK**

- 3.1 Stockpile sampling
- 3.2 Laboratory testing ASTM D 1557
- 3.3 Field compaction testing

**SECTION 4. AGGREGATES**

- 4.1 Sieve Analysis
- 4.2 Unit Weight and Voids
- 4.3 Soundness

4.4 Abrasion Resistance

4.5 Sand Equivalent

4.6 Durability

4.7 Cleanness

## **SECTION 5. CONCRETE FIELD**

5.1 Concrete placement inspection

5.2 Concrete sampling

5.3 Reinforcing steel inspection

5.4 Non-shrink grout placement

5.5 Non-shrink grout sampling

5.6 Pier drilling and concrete placement inspection

5.7 Slump

## **SECTION 6. CONCRETE LAB**

6.1 Field sample pick-up

6.2 Concrete compression ASTM C 39

6.3 Non-shrink grout compression ASTM C 1090

6.4 Unit Weight and Voids

6.5 Air Content

6.6 Compressive Strength (cylinders)

6.7 Compressive Strength (cores)

6.8 Flexural Strength (beams)

## **SECTION 7. REINFORCING STEEL**

7.1 Tensile & Bend

7.2 Inspection of Placement

### 7.3 Inspection of Welding

## **SECTION 8. MASONRY FIELD**

8.1 Full time placement inspection

8.2 Reinforcing steel inspection

8.3 Grout placement inspection

8.4 Grout sampling

8.5 Mortar sampling

8.6 Masonry block sampling

## **SECTION 9. MASONRY LAB**

9.1 Grout prism- compression test ASTM C 1019

9.2 Masonry composite prism compression test ASTM C 1314

9.3 Mortar compression test ASTM C 780

## **SECTION 10. ASPHALT FIELD**

10.1 Asphalt placement inspection

10.2 Asphalt field sampling

10.3 Field compaction testing

## **SECTION 11. ASPHALT LAB**

11.1 Bulk Sp. Gravity – density

11.2 Hveem compaction- Plant mix

11.3 Hveem test max. density

11.4 Relative Compaction

11.5 Stability and Flow

11.6 Stabilometer

11.7 Core Thickness

11.8 Asphalt Extraction

11.9 Asphalt Binder Content

**SECTION 12. CONCRETE ANCHORS**

12.1 Anchor/dowel installation inspection

12.2 Proof load testing inspection

**SECTION 13. STRUCTURAL STEEL**

13.1 Field AL bus welding inspection

13.2 Embed plate welding of bldg. and transformers

13.3 Field weld ultrasonic inspection

13.4 Sample & Test (list specific members below)

13.5 Shop Identification & Welding Inspection

13.6 Shop Ultrasonic Inspection

13.7 Shop Radiography

13.8 Field Welding Inspection

13.9 Field Bolting Inspection

13.10 Field Ultrasonic Inspection

13.11 Field Radiography

**SECTION 14. GEOTECHNICAL**

Perform compaction testing per the following Caltrans Standard Specifications:

14.1 Earthwork - Section 19

**SECTION 15. CONCRETE**

Verification and Inspection	Continuous	Periodic	Referenced Standard	CBC Reference
1. Inspection of reinforcing steel, including pre-stressing tendons and placement.	---	x	American Concrete Institute (ACI) ACI 31B: 3.5, 7.1-7.7	1913.4

2. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X	---	---	1911.5
3. Verifying use of required design mix.	---	X	ACI 318: Ch.4, 5.2-5.4	1904.2.2, 1913.2, 1913.3
4. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	---	ASTM C172 ASTM C31, ASTM C94 ACI 318: 5.6 5.8 ACI 336.1 (drilled piers)	1913.10
5. Verification of concrete strength, three cylinders from point of truck discharge for each 150 cy of concrete placed (5 cylinders min). But at least three of each 5000 sf of wall or formed slab, additional tests if concrete properties appear to have changed.	---	X	ACI 318: 5.6, 6.2 (shore/form removed)	---
6. Inspect formwork for shape, location and dimensions of the concrete member being formed.	---	X	ACI 318: 6.1.1	---

**15.1** Concrete pre-placement Inspection: Concrete shall not be placed until the forms and reinforcement have been inspected, all preparations for the placement have been completed, and the preparations have been checked by the inspector of record and special inspector, all subject to the observation of the structural engineer.

## **SECTION 16. MASONRY**

**16.1** Engineered masonry in Occupancy Category II, III, or IV. The minimum special inspection program for masonry designed by Section 2107 or 2108, or by chapters other than Chapter 6 of ACI 530/ American Society of Civil Engineers (ASCE) ASCE 5/ The Masonry Society (TMS) TMS 402 in structures classified as Occupancy Category II, III, or IV, in accordance with Section 1604.5, shall comply with Table M1.

**TABLE M1**

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ ASCE 5/ TMS 402a	ACI 530.1/ ASCE 6/ TMS 602a
1. As masonry construction begins, the following shall be verified to ensure compliance:					
a. Proportion of site-prepared mortar.	---	X	---	---	Art. 2.6A
b. Construction of mortar joints	---	X	---	---	Art. 3.3B
c. Location of reinforcement	---	X	---	---	Art.3.4, 3.6A
2. The inspection of program shall verify:					
a. Size and location of structural elements.	---	X	---	---	Art.3.3 G
b. Specified size, grade and type of reinforcement	---	X	---	Sec.1.1 3	Art. 2.4, 3.4
3. Prior to grouting, the following shall be verified to ensure compliance:					
a. Grout space is clean.	---	X	---	---	Art.3.2 D
b. Placement of reinforcement.	---	X	---	Sec. 1.13	Art. 3.4
c. Proportion of site-prepared grout.	---	X	---	---	Art. 2.6B
d. Construction of mortar joints.		X	---	---	Art. 3.3B
4. Grout placement shall be verified to ensure compliance with code and construction document provisions.	X	---	---	---	Art. 3.5
5. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed	X	---	Sec. 2105.2, 2105.3	---	Art. 1.4
6. Test 3 prisms prior to construction and 3 prisms for each 5000 sf during construction.	---	X	Sec. 2105.2.2, 2105.3	---	Art. 1.4
7. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5

Non-shrink/ expansive grout. The special inspector shall take test specimens and continuously inspect the placement of non-shrink/ expansive grout.

## SECTION 17. STRUCTURAL STEEL

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	CBC REFERENCE
1. Material verification of high-strength bolts, nuts and washers.				
a. Identification markings to conform to ASTM standards as specified in the approved construction documents.	--	X	Applicable ASTM material specifications: American Institute of Steel Construction (AISC) AISC 360, Section A3.3	--
2. Inspection of high-strength bolting:			AISC 360, Section M2.5 specification for structural joints using ASTM A325 or A490 bolts, 2004 Section 9	1704.3.3
a. Bearing-type connections	--	X		
b. Slip-critical connections				
3. Material verification of structural steel:				
a. Identification markings to conform to AWS specification in the approved construction documents	--	--	ASTM A6 or ASTM A568	1708.4
b. Manufacturer s' certified mill test reports	--	--	ASTM A6 or ASTM A568	

4. Material verification of weld filler materials:				
a. Identification markings to confirm ASTM specification in the approved construction documents.	---	X	AISC 360, Section A3.5	---
b. Manufacturer's certification of compliance required.	---	X	---	---
5. Inspection welding: a. structural steel:				
1) Complete and partial penetration groove welds	X	---	AWS D1.1	1704.3.1
2) Multipass fillet welds/	X	---		
3) Single-pass fillet welds > 5/16"	X	---		
4) Single-pass fillet welds ≤ 5/16"	---	X		

- 17.1 Details** The inspector shall perform an inspection of the steel frame to verify compliance with the details shown on the approved construction documents, such as bracing, stiffening, member locations and proper application of joint details at each connection.
- 17.2 Inspection of shop fabrication:** Inspection of shop fabrication shall be required for significant structural detailed connection and fabrication work as directed by the enforcement agency. This inspection shall be made by a qualified inspector approved by the enforcement agency. The inspector shall furnish the structural engineer and the enforcement agency with a report that the materials and workmanship conform to the approved plans and specifications.
- 17.3 High-strength bolts** Installation of high-strength bolts shall be periodically inspected in accordance with AISC specifications.
- 17.4 General:** While the work is in process, the special inspector shall determine that the requirements for bolts, nuts, washers and paint; bolted parts and installation and tightening in such standards are met. For bolts requiring pre-tensioning, the special inspector shall observe the pre-installation testing and calibration procedures when such procedures are required by the installation method or by project plans or specification; determine that all plies of connected materials have been drawn together and properly snugged and monitor the installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts.

For joints required to be tightened only to the snug-tight condition, the special inspector need only verify that the connected materials have been drawn together and properly snugged.

- 17.5** Periodic monitoring: Monitoring of bolt installation for pre-tensioning is permitted to be performed on a periodic basis when using the turn-of-nut method with matchmarking techniques, the direct tension indicator method or the alternate design fastener (twist-off-bolt) method. Joints designated as snug tight need be inspected only on a periodic basis.

## **SECTION 18. WELDING**

- 18.1** Welding: Welding inspection shall be in compliance with American Welding Society (AWS) AWS D1.1. The basis for welding inspector qualification shall be AWS D1.1.
- 18.2** Inspection of welding: Inspection of all shop and field-welding operations including the installation of automatic end-welded stud shear connectors shall be made by a qualified welding inspector approved by the enforcement agency. Such inspector shall be a person trained and thoroughly experienced in inspecting welding operations. The inspector's ability to distinguish between sound and unsound welding shall be reliably established. The minimum requirements for a qualified inspector shall be as those for an AWS-certified welding inspector (CWI), as defined in the provisions of the AWS QC1. All welding inspectors shall be as approved by the enforcement agency.
- 18.3** The ability of each welder to produce sound welds of all types required by the work shall be established by welder qualification satisfactory to the enforcement agency.
- 18.4** Welding inspections of structural welding shall conform to the requirements of AWS D1.1, except as modified by this section.
- 18.5** Welding inspection of cold-formed steel members shall conform to the requirements of AWS D1.3.
- 18.6** The welding inspector shall make a systematic record of all welds. This record shall include in addition to other required records:
- 18.6.1** Identification marks of welders.
  - 18.6.2** List of defective welds.
  - 18.6.3** Manner of correction of defects.
- 18.7** The welding inspector shall check the material, equipment, details of construction and procedure. The inspector shall also check the ability of the welder. The inspector shall verify that the installation procedure for automatic end-welded stud

shear connectors is in accordance with the requirements of AWS D1.1 and the approved plans and specifications. The inspector shall furnish the structural engineer and the enforcement agency with a verified report that the welding is proper and has been done in conformity with AWS D1.1 and the approved plans and specifications. The inspector shall use all means necessary to determine the quality of the weld. The inspector may use gamma ray, magnaflux, trepanning, sonic or any other aid to visual inspection which the inspector may deem necessary to be assured of the adequacy of the welding.

## **SECTION 19. ASPHALT**

Perform compaction testing per the following Caltrans Standard Specifications:

**19.1** Asphalt Base - Section 26

**19.2** Hot Mix Asphalt - Section 39.

**EXHIBIT B  
SCHEDULE OF FEES**

**SECTION 1. MAXIMUM COMPENSATION**

For the maximum compensation payable to Contractor under this Agreement, refer to Section 6 (Maximum Compensation) in the main body of this Agreement.

**SECTION 2. RATES**

Compensation under each Work Authorization shall be in accordance with the rates set forth herein.

- 2.1 Rates.** Rates listed in Appendix B1 (Rate Sheet) are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.2 Rate Increase.** Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Rates may be negotiated no more than once annually. City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable). Contractor shall provide justification if requested by City. Once accepted, such rates shall be incorporated into the agreement by reference.
- 2.3 Reimbursable Expenses.** Any and all reimbursable expenses shall be set forth in the Work Authorization or Emergency Work Authorization . Any such expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the Services. Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule.

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor to the extent the City has preapproved, in writing, the cost of such services.	Not to exceed 15%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA). <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . Airfare or rental car, where applicable shall be at economy rates.	No Markup

### **SECTION 3. PAYMENT PROVISIONS**

- 3.1** Time and Materials. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month. The invoice must include the following information:
- 3.1.1** Invoice Number, Work Authorization/Purchase Order Number, and Invoice Period.
  - 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning work.
- 3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4** Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5** Certified Payroll. When applicable, Contractor shall submit all necessary certified payrolls with its request for payment, in accordance with Exhibit D.
- 3.6** Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.
- 3.7** Payment If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

**APPENDIX B1  
RATE SHEET**

**Hourly Charges for Personnel**

**Professional Staff**

Principal .....	\$ 188
Senior .....	\$ 178
Senior Project .....	\$ 173
Project .....	\$ 165
Senior Staff .....	\$ 150
Staff .....	\$ 134
GIS Analyst .....	\$ 123
Technical Illustrator/CAD Operator .....	\$ 98

**Field Staff**

Certified Asbestos/Lead Technician .....	\$ 173
Field Operations Manager .....	\$ 120
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 115
Supervisory Technician .....	\$ 110
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 105
Senior Technician .....	\$ 105
Technician .....	\$ 105

**Administrative Staff**

Information Specialist .....	\$ 90
Geotechnical/Environmental/Laboratory Assistant .....	\$ 85
Data Processor .....	\$ 75

**Other Charges**

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyro Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

#### C. WORKERS' COMPENSATION

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

#### D. PROFESSIONAL LIABILITY

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

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required



**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.

**J. 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](http://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](http://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.

#### K. 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.

L. 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.

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
NINYO & MOORE  
GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, dated April 17, 2023 (Agreement) for the purpose of having Contractor provide on-call materials testing and special inspection services for the City of Santa Clara Electric Utility – Silicon Valley Power (SVP); and
- B. The Parties now wish to amend the Agreement to modify the Work Authorization Process and update Exhibit B - Schedule of Fees and Payment Provisions.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. SECTION 1 of the Agreement, entitled "AGREEMENT DOCUMENTS", is amended to read as follows:

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.”

2. SECTION 6 of EXHIBIT A (SCOPE OF SERVICES) of the Agreement is amended in its entirety to read as follows:

“SECTION 6. WORK AUTHORIZATION PROCESS

- 6.1** Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be awarded under this Agreement.
- 6.2** Work Request: When Services are required, City will notify contractors under contract for on-call materials testing and special inspection services to provide a proposal for Services. City will provide a description of the Services required, the basis of award, the deadline for response, and any other pertinent information (Work Request).
- 6.3** Proposal. If Contractor desires to be considered to perform services included in the Work Request, Contractor shall prepare and submit a proposal (Proposal). The Proposal must include all information requested by the City in its Work Request in the format requested by the City and including the following:
- 6.3.1** A work plan that includes a detailed description by task of the services to be performed.
- 6.3.2** A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.
- 6.3.3** A list of Contractor’s personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
- 6.3.4** Any required drawings or documents.
- 6.3.5** A list of City responsibilities.

**6.3.6** An itemized cost proposal showing:

- 6.3.6.1** Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.
- 6.3.6.2** Subcontractor scope of services or quote including identification of labor subject to prevailing wage requirements.
- 6.3.6.3** Parts and materials.
- 6.3.6.4** Laboratory Fees.
- 6.3.6.5** Rental and/or specialty equipment.
- 6.3.6.6** Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.
- 6.3.6.7** Any additional costs such as, but not limited to freight, permits, and fees.
- 6.3.6.8** A breakdown of materials and labor sufficient to calculate all required taxes.
- 6.3.6.9** Maximum total cost including any required taxes.
- 6.3.6.10** All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

**6.3.7** Any costs for additional equipment, parts, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

**6.3.8** The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

**6.3.9** Contractor must submit a revised Proposal to the City based upon such negotiations.

**6.4** Authorization of Work:

**6.4.1** If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation

in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the services as set forth in this Section.

**6.4.2** For Proposals with a total cost exceeding \$50,000, City will provide approval by executing a Work Authorizations in substantially the same format as Exhibit E ("Work Authorization") and a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, the system acceptance criteria, warranty provisions, and the maximum compensation for the Work Authorization.

**6.4.3** Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

**6.4.4** For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

**6.5** Changes to Work Authorization:

**6.5.1** Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services. If approved, the City will issue a new or amended Work Authorization (if required pursuant to this Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

**6.5.2** If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

**6.5.3** Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

**6.5.4** In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following

authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Such authorization shall be defined as an Interim Work Order. Contractor shall provide an updated Proposal within two (2) business days so that such changes can be documented in a Work Authorization and/or Purchase Order.

- 6.6** Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.
- 6.7** A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Work Authorization, Interim Work Order, or Emergency Work Order – even if the Proposal, Work Authorization, Interim Work Order, or Emergency Work Order expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.
- 6.8** Each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order including those authorizations issued pursuant to Section 6.5.4 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.
- 6.9** If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.
- 6.10** The City (through the individuals listed in Section 6.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization, Purchase Order, or an Emergency Work Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.
- 6.11** Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 6.12** Except where the circumstances in Section 6.5.4 apply, Contractor shall not initiate the services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services, when

applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform Services.”

3. EXHIBIT B of the Agreement, entitled “SCHEDULE OF FEES”, is deleted and replaced with EXHIBIT B SCHEDULE OF FEES AND PAYMENT PROVISIONS, AMENDED NOVEMBER 1, 2024, attached hereto and incorporated into the Agreement.
4. EXHIBIT E of the Agreement, entitled “SAMPLE WORK AUTHORIZATION FORM”, is attached hereto and incorporated into the Agreement.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

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:

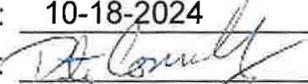
Dated: 10/29/24

Daniel Ballin  
Daniel Ballin (Oct 25, 2024 07:49 PDT)  
\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

Jovan D. Grogan  
\_\_\_\_\_  
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"

**NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES  
CONSULTANTS**  
a California corporation

Dated: 10-18-2024  
By (Signature):   
Name: Peter Connolly  
Title: Principal Engineer  
Principal Place of Business Address: 2149 O'Toole Ave., Suite 30  
San Jose, CA 95131  
Email Address: pconnolly@ninyoandmoore.com  
Telephone: (408) 435-9000  
Fax: (408) 435-9006

"CONTRACTOR"

**EXHIBIT B  
SCHEDULE OF FEES AND PAYMENT PROVISIONS  
AMENDED NOVEMBER 1, 2024**

**SECTION 1. MAXIMUM COMPENSATION**

- 1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.
- 1.2 The City does not guarantee a minimum compensation under this Agreement.

**SECTION 2. RATES**

- 2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 - RATES AMENDED NOVEMBER 1, 2024 attached and incorporated by reference.
- 2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.3 Rate Increase. After the first two years of the Agreement, Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.
- 2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 8 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 8 of Exhibit A, and (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	Not to exceed 15%

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	Not to exceed 15%
3.	Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor)	Not to exceed 15%
4.	Other reimbursable expenses with prior written approval from the City	Not to exceed 15%
5.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage does not apply to rental cars which may be charged at actual fuel cost only.	Not to exceed 15%
6.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA). <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . Airfare or rental car, where applicable shall be at economy rates.	Not to exceed 15%

### **SECTION 3. PAYMENT PROVISIONS**

**3.1** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month. The invoice must include the following information:

**3.1.1** Invoice Number, Purchase Order Number, and Invoice Period.

**3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

**3.1.3** Each invoice shall provide sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals

**3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning work.

**3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

**3.4** Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These

submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

- 3.5** Accurate Invoice: If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.
- 3.6** Payment If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.
- 3.7** Confidential. Invoices are not confidential even if marked as confidential when submitted.

**APPENDIX B1 - RATES  
AMENDED NOVEMBER 1, 2024**

**TABLE 1 – SCHEDULE OF FEES FOR SERVICES**

<b>Position</b>	<b>Unit</b>	<b>Rate</b>
<b>Professional Staff</b>		
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	Per Hour	\$188.00
Senior Engineer/Geologist/Environmental Scientist	Per Hour	\$178.00
Senior Project Engineer/Geologist/Environmental Scientist	Per Hour	\$173.00
Project Engineer/Geologist/Environmental Scientist	Per Hour	\$165.00
Senior Staff Engineer/Geologist/Environmental Scientist	Per Hour	\$150.00
Staff Engineer/Geologist/Environmental Scientist	Per Hour	\$134.00
GIS Analyst	Per Hour	\$123.00
Technical Illustrator/CAD Operator	Per Hour	\$98.00
<b>Field Staff</b>		
Certified Asbestos/Lead Technician	Per Hour	\$173.00
Field Operations Manager	Per Hour	\$120.00
Nondestructive Examination Technician (UT, MT, LP)	Per Hour	\$115.00
Supervisory Technician	Per Hour	\$110.00
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	Per Hour	\$105.00
Senior Technician	Per Hour	\$105.00
Technician	Per Hour	\$105.00
<b>Administrative Staff</b>		
Information Specialist	Per Hour	\$90.00
Geotechnical/Environmental/Laboratory Assistant	Per Hour	\$85.00
Data Processor	Per Hour	\$75.00

<b>Other Charges</b>		
Concrete Coring Equipment (includes technician)	Per Hour	\$190.00
Anchor Load Test Equipment (includes technician)	Per Hour	\$190.00
GPR Equipment	Per Hour	\$180.00
Inclinometer	Per Hour	\$100.00
Hand Auger Equipment	Per Hour	\$80.00
Rebar Locator (Pachometer)	Per Hour	\$25.00
Vapor Emission Kit	Per Kit	\$65.00
Nuclear Density Gauge	Per Hour	\$12.00
X-Ray Fluorescence	Per Hour	\$70.00
PID/FID	Per Hour	\$25.00
Air Sampling Pump	Per Hour	\$10.00
Field Vehicle	Per Hour	\$15.00
Expert Witness Testimony	Per Hour	\$450.00
Direct Expenses - According to Section 2.4 of Exhibit B		
Special equipment charges will be provided pursuant to Section 6 of Exhibit A and Section 2.4 of Exhibit B		
<b>Notes</b>		
For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.		
Field technician and special inspection hours are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.		

TABLE 2 - SCHEDULE OF FEES FOR LABORATORY TESTING

<b>SOILS</b>		<b>CONCRETE</b>	
Atterberg Limits, D 4318, CT 204	\$170	Compression Tests, 6x12 Cylinder, C 39	\$35
California Bearing Ratio (CBR), D 1883	\$550	Concrete Mix Design Review, Job Spec	\$300
Chloride and Sulfate Content, CT 417 & CT 422	\$175	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$850
Consolidation, D 2435, CT 219	\$300	Concrete Cores, Compression (excludes sampling), C 42	\$120
Consolidation, Hydro-Collapse only, D 2435	\$150	Drying Shrinkage, C 157	\$400
Consolidation – Time Rate, D 2435, CT 219	\$200	Flexural Test, C 78	\$85
Direct Shear – Remolded, D 3080	\$350	Flexural Test, C 293	\$85
Direct Shear – Undisturbed, D 3080	\$300	Flexural Test, CT 523	\$95
Durability Index, CT 229	\$175	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$275
Expansion Index, D 4829, IBC 18-3	\$190	Lightweight Concrete Fill, Compression, C 495	\$80
Expansion Potential (Method A), D 4546	\$170	Petrographic Analysis, C 856	\$2,000
Geofabric Tensile and Elongation Test, D 4632	\$200	Restrained Expansion of Shrinkage Compensation	\$450
Hydraulic Conductivity, D 5084	\$350	Splitting Tensile Strength, C 496	\$100
Hydrometer Analysis, D 6913, CT 203	\$220	3x6 Grout, (CLSM), C 39	\$55
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$120	2x2x2 Non-Shrink Grout, C 109	\$55
Moisture Only, D 2216, CT 226	\$35		
Moisture and Density, D 2937	\$45	<b>ASPHALT</b>	
Permeability, CH, D 2434, CT 220	\$300	Air Voids, T 269	\$85
pH and Resistivity, CT 643	\$175	Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$4,500
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$220	Asphalt Mix Design Review, Job Spec	\$180
Proctor Density with Rock Correction D 1557	\$340	Dust Proportioning, CT LP-4	\$85
R-value, D 2844, CT 301	\$375	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$250
Sand Equivalent, D 2419, CT 217	\$125	Extraction, % Asphalt without Gradation, D 2172, CT 382	\$150
Sieve Analysis, D 6913, CT 202	\$145	Film Stripping, CT 302	\$120
Sieve Analysis, 200 Wash, D 1140, CT 202	\$100	Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$225
Specific Gravity, D 854	\$125	Marshall Stability, Flow and Unit Weight, T 245	\$240
Thermal Resistivity (ASTM 5334, IEEE 442)	\$925	Maximum Theoretical Unit Weight, D 2041, CT 309	\$150
Triaxial Shear, C.D, D 4767, T 297	\$550	Moisture Content, CT 370	\$95
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$450	Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$1,000
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$350	Slurry Wet Track Abrasion, D 3910	\$150
Triaxial Shear, U.U., D 2850	\$250	Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$4,900
Unconfined Compression, D 2166, T 208	\$180	Superpave, Gyrotory Unit Wt., T 312	\$100
		Superpave, Hamburg Wheel, 20,000 passes, T 324	\$1,000
<b>MASONRY</b>		Unit Weight sample or core, D 2726, CT 308	\$100
Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$70	Voids in Mineral Aggregate, (VMA) CT LP-2	\$90
Brick Compression Test, C 67	\$55	Voids filled with Asphalt, (VFA) CT LP-3	\$90
Brick Efflorescence, C 67	\$55	Wax Density, D 1188	\$140
Brick Modulus of Rupture, C 67	\$50		
Brick Moisture as received, C 67	\$45	<b>AGGREGATES</b>	
Brick Saturation Coefficient, C 67	\$60	Clay Lumps and Friable Particles, C 142	\$180
Concrete Block Compression Test, 8x8x16, C 140	\$70	Cleaness Value, CT 227	\$180
Concrete Block Conformance Package, C 90	\$500	Crushed Particles, CT 205	\$175
Concrete Block Linear Shrinkage, C 426	\$200	Durability, Coarse or Fine, CT 229	\$205
Concrete Block Unit Weight and Absorption, C 140	\$70	Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$180
Cores, Compression or Shear Bond, CA Code	\$70	Flat and Elongated Particle, D 4791	\$220
Masonry Grout, 3x3x6 prism compression, C 39	\$45	Lightweight Particles, C 123	\$180
Masonry Mortar, 2x2 cube compression, C 109	\$35	Los Angeles Abrasion, C 131 or C 535	\$200
Masonry Prism, half size, compression, C 1019	\$120	Material Finer than No. 200 Sieve by Washing, C 117	\$90
Masonry Prism, Full size, compression, C 1019	\$200	Organic Impurities, C 40	\$90
		Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$1,250
<b>REINFORCING AND STRUCTURAL STEEL</b>		Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$950
Chemical Analysis, A 36, A 615	\$135	Potential Reactivity of Aggregate (Chemical Method), C 289	\$475
Fireproofing Density Test, UBC 7-6	\$90	Sand Equivalent, T 176, CT 217	\$125
Hardness Test, Rockwell, A 370	\$80	Sieve Analysis, Coarse Aggregate, T 27, C 136	\$120
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$150	Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$145
		Sodium Sulfate Soundness, C 88	\$450
Mechanically Spliced Reinforcing Tensile Test, ACI	\$175	Specific Gravity and Absorption, Coarse, C 127, CT 206	\$115
Pre-Stress Strand (7 wire), A 416	\$170	Specific Gravity and Absorption, Fine, C 128, CT 207	\$175
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$75		
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$90	<b>ROOFING</b>	
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$80	Roofing Tile Absorption, (set of 5), C 67	\$250
		Roofing Tile Strength Test, (set of 5), C 67	\$250

Special preparation of standard test specimens will be charged at the technician's hourly rate and shall be authorized in advance pursuant to Section 6 of Exhibit A.

**EXHIBIT E  
SAMPLE WORK AUTHORIZATION FORM**

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Ninyo & Moore Geotechnical & Environmental Sciences Consultants ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

**PART A: GENERAL INFORMATION**

<b>WORK AUTHORIZATION NUMBER:</b>		<input type="checkbox"/> Original
<b>Contract No.</b>		<input type="checkbox"/> First Revised
<b>Contractor Name/Address:</b>		<input type="checkbox"/> Second Revised
<b>Expiration Date of Agreement:</b>		<input type="checkbox"/> Other _____
<b>Contractor's Project Manager:</b>	<b>Name:</b>	<b>Email:</b>
<b>City's Project Manager</b>	<b>Name:</b>	<b>Email:</b>
<b>Period of Performance for this Work Authorization:</b>	<b>Start Date:</b>	<b>Expected Completion Date:</b>
<b>Maximum Compensation of Agreement:</b>		
<b>Previously Committed Funds:</b>		
<b>Available Funds</b>		
<b>Maximum Compensation for this Work Authorization</b>		
<b>Remaining Available Funds</b>		
<b>Sufficient funds are available in Fund #:</b> (to be completed by City)		
<b>Contractor Representative Name (Print)</b>		
<b>Contractor Representative Signature</b>		
<b>Contractor Representative Signature Date</b>		
<b>City Project Manager Name (Print)</b>		
<b>Authorized City Representative (Print)</b>		
<b>City Representative Signature</b>		
<b>City Representative Signature Date</b>		
<i>* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric</i>		

**PART B: SERVICES TO BE PERFORMED**

**1. REVISED WORK AUTHORIZATION**

- No
- If yes, provide a brief description of the change(s).

**2. SCOPE OF SERVICES TO BE PERFORMED**

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Section 2 of Exhibit B.

**3. COMPENSATION**

a. **Basis of Compensation:**  Time & Materials

b. **Reimbursable Expenses:**

No expenses are reimbursable.

Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

Monthly  Completion of Deliverable/Milestone  Completion of Services

d. **Payment Terms.** Provide payment terms below or attach as a separate file.

\*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

**4. LIQUIDATED DAMAGES**

Liquidated Damages do not apply.

Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond \_\_\_\_\_, 20\_\_\_\_, City will suffer

damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per day in liquidated damages to a cap of \_\_\_\_\_. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.



## Agenda Report

25-252

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on an Amendment to the Amended and Restated Water Supply Agreement between the City and County of San Francisco and its Wholesale Customers in Alameda County, San Mateo County and Santa Clara County, and Updated Tier 2 Drought Response Implementation Plan

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In June 2009, the City of Santa Clara entered into a Water Supply Agreement with the City and County of San Francisco (San Francisco) and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (2009 WSA). The 2009 WSA establishes the terms by which the 26 Wholesale Customers purchase water from San Francisco's Regional Water System (RWS). The 2009 WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, the Bay Area Water Supply and Conservation Agency (BAWSCA) and the Water Management Representatives (WMR) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Requirements, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer minimum annual purchase quantities among the Wholesale Customers. Throughout 2017 and 2018, the WMR held multiple meetings during which the agencies currently subject to Minimum Purchase Requirements (Original Minimum Purchase Customers - Alameda County Water District, City of Milpitas, City of Mountain View and the City of Sunnyvale) and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Requirements and allowing transfers of minimum annual purchase quantities.

In 2019, BAWSCA approved the 2018 Amended and Restated WSA (2018 WSA), at which time the Wholesale Customers expressed a collective interest in working together to develop a process for the expedited and permanent transfer of minimum annual purchase quantities. The Wholesale Customers directed BAWSCA to facilitate negotiation of a new WSA amendment to provide a procedure for expedited and permanent transfers of minimum annual purchase quantities in a manner that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers. This amendment was memorialized in the 2021 Amended and Restated WSA (2021 WSA).

*Tier 2 Plan Negotiations and Development of Minimum Purchase Quantity Reset Proposal*

In January 2021, BAWSCA began facilitating an update to the Tier 2 Plan, the method for allocating water from the RWS among the Wholesale Customers during shortages caused by drought. The Tier 2 Plan is an agreement among the 26 Wholesale Customers and must be unanimously adopted by them. Each Wholesale Customer appointed a lead negotiator to represent the interests of its agency in the negotiations. Between January 2022 and June 2024, BAWSCA and the lead negotiators, supported by a consulting firm providing technical and modeling expertise, met at least 62 times, most often for half-day, in-person meetings and smaller virtual sub-group sessions, to negotiate the terms of the updated Tier 2 Plan.

In November 2021, San Francisco declared a water shortage emergency in response to the Governor's executive action declaring a drought state of emergency across most of California. This action triggered implementation of the Tier 1 and Tier 2 Plans by BAWSCA and San Francisco for the first time. The Tier 1 Plan allocates RWS water between San Francisco retail customers and the Wholesale Customers collectively. The Tier 2 Plan is the method for allocating the Wholesale Customers' share of RWS supply during a drought emergency among the 26 Wholesale Customers.

Throughout the two and a half years of Tier 2 Plan negotiations, the Wholesale Customers gained insight into unique characteristics of each agency and specific challenges related to water supplies and droughts. During these discussions, Wholesale Customers subject to the Minimum Purchase requirements (Minimum Purchase Customers) articulated the unique challenges that the Minimum Purchase Requirements present. More detailed information about these issues is provided in Attachment 6, the Summary of the WSA Amendments.

In June 2023, following several years of discussions regarding the Minimum Purchase Requirements, San Francisco proposed amending the 2021 WSA to reset the existing minimum annual purchase quantities to align with current water consumption trends, while protecting investment in the RWS. For the remainder of 2023, the San Francisco Public Utility Commission (SFPUC), the Original Minimum Purchase Customers, and BAWSCA held multiple meetings to identify amendments that would address challenges related to the Minimum Purchase Requirements. Once the SFPUC and the Original Minimum Purchase Customers finalized their recommended amendments to the Minimum Purchase Requirements, the Original Minimum Purchase Customers presented the proposals to the broader Wholesale Customers' group to secure their support. Negotiations among the Wholesale Customers were concluded in Fall 2024.

In June 2024, the lead negotiators concluded negotiations on the updated Tier 2 Plan. The agency representatives collectively agreed that they were ready to recommend the Tier 2 Plan to their governing boards for adoption, the Tier 2 Drought Response Implementation Plan is included as Attachment 5. A summary of the WSA amendments to the Tier 2 Plan is provided in Attachment 7.

### *Tier 1 Plan Amendment*

In Fall of 2024, all 26 Wholesale Customers and San Francisco negotiated an amendment to the Tier 1 Plan in the WSA to incorporate a new "Tier 1 Family Plan," whereby San Francisco may only apply excess use charges to Wholesale Customers who exceed their individual shortage allocation when the collective Wholesale Customer usage exceeds the Tier 1 allocation. A more detailed summary of the WSA amendments is provided in Attachment 7.

## **DISCUSSION**

The proposed Amendments to the Water Supply Agreement (Attachment 2) and updated Tier 2 Drought Response Implementation Plan (Attachment 5) provides an overview of two important water supply reliability contract actions:

- (1) An amendment to the Amended and Restated Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA): This amendment addresses three key areas:
  - a. Minimum Purchase Requirements and Annual Notice: Modifies Minimum Purchase requirements to align with evolving water supply conditions. SFPUC will send a written notice to each wholesale customer regarding minimum purchase quantity.
  - b. Waiver and Rebound Year: The minimum annual purchase requirements will be waived during a drought or other period of water shortage. Tier 1 Water Shortage Allocation Plan (Tier 1 Plan): Establishes a new method for considering collective Wholesale Customer SFPUC purchases when determining how excess use charges will be applied.
  - c. Tier 2 Drought Response and Implementation Plan (Tier 2 Plan): Establishes method for allocating the Wholesale Customers' shares of RWS supply among the 26 Wholesale Customers.
  - d. Updates: Revisions to address discrete issues that arose over the course of implementing the WSA.
- (2) An updated Tier 2 Drought Response Implementation Plan (Tier 2 Plan): The Tier 2 Plan provides the method for allocating water from the San Francisco Regional Water System (RWS) among the Wholesale Customers during periods of shortage caused by drought.

This approval is conditioned upon all of the other 26 Wholesale Customers approving the Tier 2 Plan on or before December 31, 2025.

During Tier 2 negotiations City staff, in collaboration with BAWSCA staff and Wholesale Customer representatives, negotiated an improved drought allocation for San Francisco wholesale water purchases under the revised Tier 2 Plan. Under the previous Tier 2 Plan with a 15% cutback declared by San Francisco during a drought, Santa Clara received a 34% cutback. Under the new Tier 2 Plan, that cutback will be 16%, a substantially improved allocation.

### **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**

Approval of these amendments has a minimal fiscal impact. BAWSCA estimates wholesale water cost increases of \$0.007 to \$0.040 per CCF (0.13% to 0.72%) as a result of implementing this new plan. Based on 2024 wholesale water purchases from San Francisco, the fiscal impact to Santa Clara's Water Utility would be between \$1,000 and \$6,000 annually, which can be absorbed in the Water Utility operating budget.

### **COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Adopt the Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County for Minimum Purchase Requirements and the Tier 1 Water Shortage Allocation Plan on the terms presented, in a final form approved by the City Attorney.
2. Adopt the Resolution Approving the Amendment for Tier 2 Drought Response Implementation Plan (Tier 2 Plan) on the terms presented, in a final form approved by the City Attorney.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

1. Proposed Resolution Amending WSA for Minimum Purchase and Tier 1
2. Redline Amended Water Supply Agreement Showing Changes to Sections 3.07, 2.03 (C), 3.09, 9.07, E, E-3 and H
3. Clean Amended Water Supply Agreement including Changes to Sections 3.07, 2.03 (C), 3.09, 9.07, E, E-3 and H
4. Proposed Resolution Approving Updated Tier 2 Plan
5. Tier 2 Drought Response Implementation Plan
6. Summary of WSA Amendments Minimum Purchase Quantity
7. Summary of WSA Amendments Tier 1 and Tier 2 Plan

CITY OF SANTA CLARA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY

WHEREAS, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

WHEREAS, the San Francisco Public Utilities Commission (SFPUC) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco (collectively, “the Parties”); and

WHEREAS, the Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County” in 1984 (1984 Settlement Agreement and Master Water Sales Contract); and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively referred to as the Wholesale Customers) established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Sections 81300 *et seq.*; and

WHEREAS, upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” (Water Supply Agreement or WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009; and

WHEREAS, in 2017, the Wholesale Customers directed BAWSCA to act as its authorized representative in discussions and negotiations with San Francisco to amend the Water Supply Agreement to address a number of substantive issues and these negotiations

resulted in the Parties' adoption of the Amended and Restated Water Supply Agreement in 2018 authorized by SFPUC Resolution No. 18-0212, dated December 11, 2018; and

WHEREAS, in February 2019 this Council by Resolution No. 19-8670 approved the Amended and Restated Water Supply Agreement (2018 WSA); and

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WHEREAS, pursuant to WSA Section 3.07, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the "Original Minimum Purchase Customers") may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a "Minimum Purchase Requirement;" and

WHEREAS, historically, if a Minimum Purchase Customer does not meet its Minimum Purchase Requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in WSA Attachment E; and

WHEREAS, some Original Minimum Purchase Customers pay the SFPUC for water that is not delivered due to either insufficient potable demand within their service area or conservation efforts during drought rationing; and

WHEREAS, as part of the 2018 negotiations, the Wholesale Customers and the SFPUC resolved to work promptly to identify a resolution to this as part of a future contract amendment; and

WHEREAS, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the 2018 WSA to provide a procedure for expedited and permanent transfers of minimum annual purchase quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers and these negotiations resulted in the Parties' adoption of the Amended and Restated Water Supply Agreement in 2021, authorized by SFPUC Resolution No. 21-009, dated January 26, 2021; and

WHEREAS, in April 2024 this Council by Resolution No. 21-009073 approved the Amended and Restated Water Supply Agreement (2021 WSA); and

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WHEREAS, the 2021 WSA provided a significant, but incomplete solution to address the Original Minimum Purchase Customer's concerns with the minimum purchase quantities through a transfer process; and

WHEREAS, 2021 WSA Section 3.11.C. provides that the SFPUC may reduce the amount of water available to the Wholesale Customers in response to a drought; and

WHEREAS, 2021 WSA Section 3.11.C. provides that the Tier 1 Shortage Plan (Attachment H to the WSA) will be used, during system-wide shortages of 20% or less, to allocate water from the Regional Water System between Retail and Wholesale Customers ; and

WHEREAS, 2021 WSA Section 3.11.C. further provides that the SFPUC will honor allocations of water among the Wholesale Customers (Tier 2 Allocations) unanimously agreed to by all Wholesale Customers or provided by BAWSCA; and

WHEREAS, in 2021, the SFPUC and BAWSCA implemented the Tier 1 and Tier 2 Plans for the first time; and

WHEREAS, throughout 2022 and 2024, the Wholesale Customers convened at least once per month, most often for half-day in-person workshops, to negotiate an update to the method for sharing water made available from the SFPUC during shortages caused by drought (Tier 2 Plan); and

WHEREAS, each Wholesale Customer appointed a lead negotiator to represent the interests of its agency in the negotiations; and

WHEREAS, during the Tier 2 Plan negotiations, the Original Minimum Purchase Customers renewed discussions among the Wholesale Customers to identify a comprehensive and final solution to concerns about the minimum purchase quantities; and

WHEREAS, during the Tier 2 Plan negotiations, the Wholesale Customers identified, and the SFPUC agreed to, changes to the Tier 1 Plan that would facilitate agreement on the updated Tier 2 Plan; and

WHEREAS, in June 2023, following several years of discussions regarding the Minimum Purchase Requirements, the SFPUC proposed amending the 2021 WSA to reset the existing

minimum annual purchase quantities to align with current water consumption trends, while protecting investment in the RWS; and

WHEREAS, in 2024, the SFPUC, the Original Minimum Purchase Customers, and BAWSCA held multiple meetings to identify amendments that would address challenges related to the Minimum Purchase Requirements; and

WHEREAS, once the SFPUC and the Original Minimum Purchase Customers discussed amendments to the Minimum Purchase Requirements, the Original Minimum Purchase Customers presented proposals to the broader Wholesale Customer group to secure their support; and

WHEREAS, in 2024, the Wholesale Customers came to a final agreement on a package that includes an updated Tier 2 Plan, amendments to the minimum purchase quantity requirements, and amendments to the Tier 1 Plan; and

WHEREAS, with its Alternative Water Supply Program, the SFPUC is in the early stages of planning for projects to support the Wholesale and Retail Customers' ability to respond to climate change and address future water supply challenges and vulnerabilities, such as regulatory changes, earthquakes, disasters, emergencies, and increases in population and employment; and

WHEREAS, the Original Minimum Purchase Customers are particularly well-suited to develop local, drought resilient supplies, which improve the reliability of the San Francisco Regional Water System (RWS) for all users; and

WHEREAS, under 2021 WSA Section 3.06.D, the Parties agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects, and the effects on supply reliability of such use, as well as the cost of developing such sources; and

WHEREAS, each Wholesale Customer recognizes the importance of local water supplies in improving regional water supply reliability and commits to develop and use available local water supplies within their service areas, consistent with Section 3.06.D of the WSA; and

WHEREAS, the City of Mountain View approved a Recycled Water Feasibility Study Update Draft Report on March 22, 2022 with seven staff recommendations, including: (1) working with the City of Palo Alto and the Santa Clara Valley Water District on the first phase of an advanced water purification system to improve recycled water quality, (2) planning and siting a recycled water storage reservoir in the City of Mountain View's North Bayshore Area to improve system performance and reliability, and (3) building-out the recycled water distribution system to serve all of North Bayshore and a portion of NASA Ames; and

WHEREAS, the City of Sunnyvale approved an updated Recycled Water Master Plan on September 24, 2024 and directed staff to look into expanding the recycled water system, which currently includes 22 miles of recycled water pipelines, two recycled water pump stations, and a recycled water storage tank with a 2.5-million-gallon capacity; and

WHEREAS, the City of Milpitas continues to promote the use of recycled water to existing and new customers along the recycled water pipeline within the city, and has committed to developing local groundwater supplies to help meet projected long term water demand; and

WHEREAS, since 1995, the Alameda County Water District has invested over \$300 million in water supply reliability initiatives to enhance local water supplies and reduce its dependence on imported supplies, including water conservation, conjunctive use groundwater management, brackish groundwater desalination, and groundwater banking; and

WHEREAS, as of January 2025, the SFPUC has budgeted \$298.3 million over the next ten years to fund water supply projects; and

WHEREAS, the Parties now desire to approve an amendment to the 2021 WSA to reduce the minimum annual purchase quantities to 80% of average purchases from the most recent four (4) non-drought years and establish a continuing, periodic review of the minimum annual purchase quantities on a 10-year schedule; and

WHEREAS, the amendment will also establish a Rebound Year minimum annual purchase quantity calculation for the first year following a waiver of the Minimum Purchase Requirements; and

WHEREAS, the amendment further provides that Imputed Sales will not apply to an Original Minimum Purchase Customer that does not meet its individual Minimum Purchase Requirements if the collective SFPUC purchases from all Original Minimum Purchase

Customers are equal to or greater than the total collective minimum annual purchase quantity;  
and

WHEREAS, the Parties also desire to adopt an amendment to the Tier 1 Plan to provide that excess use charges will not apply to Wholesale Customers that exceed their individual annual shortage allocation if the Wholesale Customers' collective SFPUC purchases are less than the total Tier 1 allocation; and

WHEREAS, the amendment further provides that if the collective Wholesale Customers' SFPUC purchases exceed total Tier 1 allocation, excess use charges will be applied to each Wholesale Customer that exceeded its individual annual allocation, proportional to the collective Wholesale Customer's overuse of the total Tier 1 allocation; and

WHEREAS, the Parties also desire to adopt an amendment to the 2021 WSA to include the following substantive modifications:

- a) update references in Section 2.03.C regarding BAWSCA's authority to amend attachments;
- b) extend the timing of the completion of the WSIP to reflect the currently adopted program completion date (Section 3.09);
- c) correct a reference to a SFPUC resolution number in Section 9.07;
- d) update "Imputed Sales" definition in Attachment A to reference Attachment E;
- e) update "Level of Service Goals and Objectives" definition in Attachment A to reflect updated and expanded Level of Service Goals and Objectives adopted by the SFPUC in November 2023; and

WHEREAS, the SFPUC approved these amendments and authorized the execution of a 2025 Amended and Restated Water Supply Agreement incorporating these amendments on May 13, 2025 pursuant to SFPUC Resolution No. 25-####, and

WHEREAS, [to be reviewed by Agency legal counsel] the amendment considered now is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)); and

**Commented [GW1]:** Brendan to receive Resolution from San Francisco

**Commented [GW2]:** Xander to review

**Commented [AA3R2]:** Fine with me.

~~[Optional to be considered by Agency legal counsel if necessary] WHEREAS, in the event the amendment is considered a "project," it would be subject to the categorical exemption for operation, repair, and maintenance of existing facilities (see 14 CCR Section 15301) and the amendment does not implicate substantial changes that involve a new significant environmental effect (see 14 CCR Section 15162(a)).~~

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA ~~that the Council finds~~ AS FOLLOWS:

1. The Council approves the revisions included in Attachment 2 ~~the attached Exhibit A,~~ approves those revisions to be incorporated into a revised WSA titled the "2025 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated as of 2025 (2025 Amended and Restated Water Supply Agreement).

2. The City Manager is authorized and directed to execute the 2025 Amended and Restated Water Supply Agreement, when final execution copies are prepared and distributed by BAWSCA.

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

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 24TH DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

PASSED AND ADOPTED this 24th day of June, 2025, by the following vote:

AYES: \_\_\_\_\_ COUNCILORS:

NOES: \_\_\_\_\_ COUNCILORS:

ABSENT: \_\_\_\_\_ COUNCILORS:

ABSTAINED: \_\_\_\_\_ COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

Approved as to form: \_\_\_\_\_ ATTEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney City Clerk

Attachments [2 & 3](#):

[Exhibit A](#): Redline and clean excerpts showing changes to Sections 2.03, 3.07, 3.09, 9.07, Attachment A, Attachment E and Attachment H of the Amended and Restated Water Supply Agreement.

**3.07. Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;

2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or

3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Minimum Annual Purchase Quantities. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. -These Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers (collectively referred to as the Original Minimum Purchase Customers). Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary.

1. Annual Notice. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer ~~that is subject to the minimum annual purchase requirements of this section~~ with a Minimum Annual Purchase Quantity, or a Temporary Modified Minimum Annual Purchase Quantity with a copy to BAWSCA. -The notice will include: ~~(4~~

(a) the quantity of water delivered to ~~the~~each of those Wholesale ~~Customer~~Customers individually and all of the Original Minimum Purchase Customers collectively during the previous fiscal year; {

~~2~~

(b) each Wholesale Customer's individual Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity (as adjusted for a Rebound Year, if applicable, under Section 3.07.C.2);

~~)- whether or not the Wholesale Customer met its minimum annual purchase requirement under this section; (3~~

(c) whether or not each Wholesale Customer met its individual Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity (as adjusted for a Rebound Year, if applicable);

(d) whether or not the Original Minimum Purchase Customers collectively purchased a volume of water from San Francisco that is equal to or greater than the sum of their four Minimum Annual Purchase Quantities (as adjusted for a Rebound Year, if applicable);

(e) any Imputed Sales charged to the Wholesale ~~Customer~~Customers; and {4

(f) the status of any Temporary Modified Minimum Annual Purchase ~~Quantity~~Quantities of the Wholesale ~~Customer, if applicable.~~Customers.

~~C-2.~~ Waiver and Rebound Year. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than ~~its~~their Minimum Annual Purchase ~~Quantity~~Quantities or Temporary Modified Minimum Annual Purchase Quantities, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System. Once the waiver is no longer in effect, each of the minimum annual purchase requirements set out in Attachments E and E-1 shall be temporarily set, for one full fiscal year (referred to as the Rebound Year), to the midpoint between (1) the Wholesale Customer's actual San Francisco purchases for the final year in which the waiver was in effect, up to a maximum of the Customer's Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity, and (2) the Wholesale Customer's Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity set out in Attachment E or Attachment E-1, as applicable. Any fiscal year in which a Wholesale Customer meets its Rebound Year-adjusted Temporary Modified Minimum

Annual Purchase Quantity, but not its standard Temporary Modified Minimum Annual Purchase Quantity, will not count as a fiscal year in which the Wholesale Customer has met or exceeded its Temporary Modified Minimum Purchase Quantity for the purposes of Section 3.04.C(4)(a).

D. Minimum Annual Purchase Quantity Reset. As shown on Attachment E, in Fiscal Year 2025-26, the Parties reset the then-existing Minimum Annual Purchase Quantities of the Original Minimum Purchase Customers to 80% of the average San Francisco purchases of each Customer over the four most recent non-drought years preceding Fiscal Year 2024-25, effective for Fiscal Year 2024-25. If the Parties extend the Term of this Agreement beyond June 30, 2034 pursuant to Section 2.02, the Parties will review the Minimum Annual Purchase Quantities of the Original Minimum Purchase Customers again ten years after the Fiscal Year 2025-26 reset. If the Original Minimum Purchase Customers, or San Francisco, want to propose a reset of the Minimum Annual Purchase Quantities for Fiscal Year 2035-36, they will provide written notice on or before June 30, 2034. The Parties will meet and confer promptly to evaluate written reset proposals. By November 30, 2035, if the Parties have come to an agreement, the SFPUC will calculate the revised Minimum Annual Purchase Quantities based on the agreed upon methodology and provide written notice to the Original Minimum Purchase Customers and BAWSCA. The Original Minimum Purchase Customers will have at least 15 business days to review and meet and confer with the SFPUC with any questions or concerns before the revised quantities are finalized. If the Parties are unable to come to an agreement, the then-existing Minimum Annual Purchase Quantities will remain unchanged. Any changes to the Minimum Annual Purchase Quantities under this Section 3.07.D will be reflected in a revised Attachment E approved with the written concurrence of San Francisco and BAWSCA in accordance with Section 2.03.C. The Parties intend to include a continuing, periodic review of the Minimum Annual Purchase Quantities on a ten-year schedule in the successor to this Agreement.

E. Collective Minimum Annual Purchase Quantities Considered Before Application of Imputed Sales. Imputed Sales will not apply to any of the individual Original Minimum Purchase Customers in a particular fiscal year if those Customers have collectively purchased a volume of water from San Francisco that is equal to or greater than the sum of their four Minimum Annual Purchase Quantities shown in Attachment E (or adjusted for a Rebound Year pursuant to Section 3.07.C.2, if applicable). If the Original Minimum Purchase Customers do not collectively purchase that sum, any Original Minimum Purchase Customer that has not met its standard or Rebound Year-adjusted Minimum Annual Purchase Quantity will be responsible for Imputed Sales proportional to its share of the difference between that sum and the Original Minimum Purchase Customers' total purchases from San Francisco. Examples of this calculation are contained in

[Attachment E-3.](#)

*Redline Comparing 2021 Amended and Restated Water Supply Agreement and 2025 Proposed Amendments: Sections 2.03, 3.09, and 9.07, and Attachment A Definitions*

**2.03. Amendments.**

**C. Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
C	Individual Supply Guarantees (amendments reflecting Section 3.04 transfers only)
E	Minimum Annual Purchase Quantities (amendments reflecting Section 3.04 transfers <a href="#">and Section 3.07 resets</a> only)
E-1	Temporary Modified Minimum Annual Purchase Quantities
G	Water Quality Notification and Communications Plan (as may be amended)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

**3.09. Completion of WSIP**

San Francisco will complete construction of the physical facilities in the WSIP by ~~December~~ June 30, ~~2021~~ 2032. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted Level of Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

**9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough**

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane (“Brisbane”), Guadalupe Valley Municipal Improvement District (“Guadalupe”) and the Town of Hillsborough (“Hillsborough”) at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-~~0653~~ 0053 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker

Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

### **Attachment A - Definitions**

“**Imputed Sales**” apply when a Wholesale Customer does not meet the minimum annual purchase requirements of Section 3.07.C, [as shown on Attachment E and Attachment E-1](#), except in fiscal years in which a waiver of these requirements is in effect. Imputed Sales are calculated as the difference between (1) a Wholesale Customer’s metered water purchases during a fiscal year, from July 1 to June 30, and (2) the larger of (a) or (b) as follows: (a) the Wholesale Customer’s Minimum Annual Purchase Quantity, as specified in Attachment E [and may be adjusted pursuant to Section 3.07.C.2](#), or (b) the Wholesale Customer’s Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1 [and may be adjusted pursuant to Section 3.07.C.2](#). If a Wholesale Customer has more than one Temporary Modified Minimum Annual Purchase Quantity, the largest quantity is used for calculating Imputed Sales. Imputed Sales are considered wholesale water usage for the purposes of calculating the Proportional Annual Use, and any fees charged for Imputed Sales are considered wholesale revenues.

“**Level of Service Goals and Objectives**” refers to the “Phased WSIP Goals and Objectives” adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP, [as updated and expanded by the "2023 Amended and Updated Water Enterprise Level of Service Goals and Objectives," adopted by the Commission in Resolution No. 23-0210 dated November 28, 2023](#), and any amendments that may be adopted by the Commission.

**ATTACHMENT E**

**MINIMUM ANNUAL PURCHASE QUANTITIES**

**(Section 3.07.C)**

<b>AGENCY</b>	<b>MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)<sup>1</sup></b>
Alameda County Water District	<del>7.648</del> <u>6.682</u>
City of Milpitas	<del>5.341</del> <u>4.371</u>
City of Mountain View	<del>8.930</del> <u>6.047</u>
City of Sunnyvale	<del>8.930</del> <u>7.412</u>

<sup>1</sup> In Fiscal Year (FY) 2025-26, the then-existing Minimum Annual Purchase Quantities for Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale were reset to 80% of each of those four customers' average San Francisco purchases over the four non-drought years preceding FY 2024-25 (FY 2017-18, FY 2018-19, FY 2019-20, and FY 2020-21), effective FY 2024-25. Prior to this reset, from the effective date of this Agreement (July 1, 2009) through FY 2023-24, those four customers had the following Minimum Annual Purchase Quantities:

1. Alameda County Water District: 7.648 MGD
2. City of Milpitas: 5.341 MGD
3. City of Mountain View: 8.930 MGD
4. City of Sunnyvale: 8.930 MGD

## ATTACHMENT H

### WATER SHORTAGE ALLOCATION PLAN

This ~~Interim~~ Water Shortage Allocation Plan (“Plan”), also known as the Tier 1 Shortage Plan, describes the method for allocating water between the San Francisco Public Utilities Commission (“SFPUC”), on the one hand, and the Wholesale Customers collectively, on the other, during shortages caused by drought. The Plan also implements a method for allocating water among the individual Wholesale Customers, known as the Tier 2 Drought Response Implementation Plan (“Tier 2 Plan”), which has separately been adopted by the Wholesale Customers and does not include the SFPUC. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to “shortages” and “water shortages” are to be so understood. This Plan was initially adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been incorporated and updated to correspond to the terminology used in the ~~June~~ 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (“Agreement”), as amended and restated from time to time.

#### SECTION 1. SHORTAGE CONDITIONS

**1.1. Projected Available SFPUC Water Supply.** The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

**1.2. Projected SFPUC Customer Purchases.** The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming ~~year.~~ Supply Year (defined as the period from July 1 through June 30).

**1.3. Shortage Conditions.** The SFPUC will compare the projected available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year ~~(defined as the period from July 1 through June 30).~~ When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

**1.3.1 Voluntary Response.** If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual ~~shortage~~ Tier 1 and Tier 2 allocations as applicable (see Section 2 of this Attachment H) and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

**1.3.2 Mandatory Response.** If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

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**1.4. Period of Shortage.** A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

**SECTION 2. SHORTAGE ALLOCATIONS**

**2.1. Annual Tier 1 Allocations between the SFPUC and the Wholesale Customers.** The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

[This Plan refers to the SFPUC’s and Wholesale Customers’ respective shares of available water so established as the SFPUC’s and Wholesale Customers’ Tier 1 allocations.](#) The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC’s percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

**2.2 Annual Tier 2 Allocations among the Wholesale Customers.** The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less ([i.e., the Wholesale Customers’ Tier 1 allocation](#)) will be apportioned among them based on a methodology, [known as the Tier 2 Plan, that has been separately adopted by all of the Wholesale Customers, and not the SFPUC,](#) as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency (“BAWSCA”) will calculate each Wholesale Customer’s individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA’s Board of Directors and its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established ([known as Tier 2](#)

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[allocations](#)) may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The [Tier 2 Plan](#) methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

**2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent.** The [Tier 1](#) allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 ~~water~~ allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

**2.4. Monthly Water Budgets.** Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual [Tier 2](#) allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 ~~shortage~~ allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

**2.5. Transfers of Shortage Allocations.** Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

### **SECTION 3. SHORTAGE WATER BANKING**

**3.1. Water Bank Accounts.** The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

**3.2. Bank Account Credits.** Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

**3.2.1. Maximum Balances.** The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

**3.3. Account Debits.** Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

**3.4. Transfers of Banked Water.** In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any effect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of

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transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

**3.4.1. Transfer Limitations.** The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

#### SECTION 4. WHOLESALE EXCESS USE CHARGES

**4.1. Amount of Excess Use Charges.** Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

**4.2 Monitoring Suburban Water Use.** During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) -will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

**4.3. Suburban Excess Use Charge Payments.** An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

**4.4. Tier 1 Family Plan.** During periods of mandatory rationing, the SFPUC will not assess excess use charges on any of the Wholesale Customers if the Wholesale Customers' collective cumulative purchases over the course of the Supply Year are less than the Wholesale Customers' Tier 1 allocation, as set forth in Section 2.1. If the Wholesale Customers' collective cumulative purchases exceed the Wholesale Customers' Tier 1 allocation, the SFPUC shall assess excess use charges on each individual Wholesale Customer that exceeded its individual Tier 2 allocation (established in accordance with Section 2.2) over the course of the Supply Year in proportion to each individual Wholesale Customer's share of the collective Wholesale Customers' purchases that exceeded the Wholesale Customers' Tier 1 allocation.

#### SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

**5.1. Construction of Terms.** This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

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**5.2. Governing Law.** This Plan is made under and shall be governed by the laws of the State of California.

**5.3. Effect on Agreement.** This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

**5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods.** The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

**5.5. Termination.** This Plan shall expire at the end of the Term of the Agreement. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

**SECTION 5. ALLOCATION CALENDAR**

**6.1. Annual Schedule.** The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

**6.1.1**

<b>In All Years</b>	<b>Target Dates</b>
1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year	November 1
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year	February
3. SFPUC issues initial estimate of available water supply	February 1
4. SFPUC announces potential first year of drought (if applicable)	February 1
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases	February 1-May 31
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable	March 1
7. SFPUC issues final estimate of available water supply	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
8. SFPUC determines amount of water available to Wholesale Customers collectively	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water

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supply for the coming year.

<b>In Drought Years</b>	<b>Target Dates</b>
9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.	April 15-30
10. SFPUC declares the need for a voluntary or mandatory response	April 15-30
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively	April 15- 30
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)	April 25—May 10
13. Wholesale Customers submit alternative monthly water budgets (optional)	May 8-May 24
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30	June 1
15. Monthly water budgets become effective	July 1
16. Excess use charges indicated on monthly Suburban bills	August 1 (of the beginning year) through June 30 (of the succeeding year)
17. Excess use charges paid by Wholesale Customers for prior year	August of the succeeding year

**3.07. Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;

2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or

3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Minimum Annual Purchase Quantities. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers (collectively referred to as the Original Minimum Purchase Customers). Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary.

1. Annual Notice. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer with a Minimum Annual Purchase Quantity, or a Temporary Modified Minimum Annual Purchase Quantity with a copy to BAWSCA. The notice will include:

- (a) the quantity of water delivered to each of those Wholesale Customers individually and all of the Original Minimum Purchase Customers collectively during the previous fiscal year;
- (b) each Wholesale Customer's individual Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity (as adjusted for a Rebound Year, if applicable, under Section 3.07.C.2);
- (c) whether or not each Wholesale Customer met its individual Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity (as adjusted for a Rebound Year, if applicable);
- (d) whether or not the Original Minimum Purchase Customers collectively purchased a volume of water from San Francisco that is equal to or greater than the sum of their four Minimum Annual Purchase Quantities (as adjusted for a Rebound Year, if applicable);
- (e) any Imputed Sales charged to the Wholesale Customers; and
- (f) the status of any Temporary Modified Minimum Annual Purchase Quantities of the Wholesale Customers.

2. Waiver and Rebound Year. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than their Minimum Annual Purchase Quantities or Temporary Modified Minimum Annual Purchase Quantities, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System. Once the waiver is no longer in effect, each of the minimum annual purchase requirements set out in Attachments E and E-1 shall be temporarily set, for one full fiscal year (referred to as the Rebound Year), to the midpoint between (1) the Wholesale Customer's actual San Francisco purchases for the final year in which the waiver was in effect, up to a maximum of the Customer's Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity, and (2) the Wholesale Customer's Minimum Annual Purchase Quantity or Temporary Modified Minimum Annual Purchase Quantity set out in Attachment E or Attachment E-1, as applicable. Any fiscal year in which a Wholesale Customer meets its Rebound Year-adjusted Temporary Modified Minimum Annual Purchase Quantity, but not its standard Temporary Modified Minimum Annual Purchase Quantity, will not count as a fiscal year in which the Wholesale Customer has met or exceeded its Temporary Modified Minimum Purchase Quantity for the purposes of Section 3.04.C(4)(a).

D. Minimum Annual Purchase Quantity Reset. As shown on Attachment E, in Fiscal

Year 2025-26, the Parties reset the then-existing Minimum Annual Purchase Quantities of the Original Minimum Purchase Customers to 80% of the average San Francisco purchases of each Customer over the four most recent non-drought years preceding Fiscal Year 2024-25, effective for Fiscal Year 2024-25. If the Parties extend the Term of this Agreement beyond June 30, 2034 pursuant to Section 2.02, the Parties will review the Minimum Annual Purchase Quantities of the Original Minimum Purchase Customers again ten years after the Fiscal Year 2025-26 reset. If the Original Minimum Purchase Customers, or San Francisco, want to propose a reset of the Minimum Annual Purchase Quantities for Fiscal Year 2035-36, they will provide written notice on or before June 30, 2034. The Parties will meet and confer promptly to evaluate written reset proposals. By November 30, 2035, if the Parties have come to an agreement, the SFPUC will calculate the revised Minimum Annual Purchase Quantities based on the agreed upon methodology and provide written notice to the Original Minimum Purchase Customers and BAWSCA. The Original Minimum Purchase Customers will have at least 15 business days to review and meet and confer with the SFPUC with any questions or concerns before the revised quantities are finalized. If the Parties are unable to come to an agreement, the then-existing Minimum Annual Purchase Quantities will remain unchanged. Any changes to the Minimum Annual Purchase Quantities under this Section 3.07.D will be reflected in a revised Attachment E approved with the written concurrence of San Francisco and BAWSCA in accordance with Section 2.03.C. The Parties intend to include a continuing, periodic review of the Minimum Annual Purchase Quantities on a ten-year schedule in the successor to this Agreement.

E. Collective Minimum Annual Purchase Quantities Considered Before Application of Imputed Sales. Imputed Sales will not apply to any of the individual Original Minimum Purchase Customers in a particular fiscal year if those Customers have collectively purchased a volume of water from San Francisco that is equal to or greater than the sum of their four Minimum Annual Purchase Quantities shown in Attachment E (or adjusted for a Rebound Year pursuant to Section 3.07.C.2, if applicable). If the Original Minimum Purchase Customers do not collectively purchase that sum, any Original Minimum Purchase Customer that has not met its standard or Rebound Year-adjusted Minimum Annual Purchase Quantity will be responsible for Imputed Sales proportional to its share of the difference between that sum and the Original Minimum Purchase Customers' total purchases from San Francisco. Examples of this calculation are contained in Attachment E-3.

***Proposed 2025 Amended and Restated Water Supply Agreement: Sections 2.03, 3.09, and 9.07, and Attachment A Definitions.***

**2.03. Amendments.**

**C. Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
C	Individual Supply Guarantees (amendments reflecting Section 3.04 transfers only)
E	Minimum Annual Purchase Quantities (amendments reflecting Section 3.04 transfers and Section 3.07 resets only)
E-1	Temporary Modified Minimum Annual Purchase Quantities
G	Water Quality Notification and Communications Plan (as may be amended)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

### **3.09. Completion of WSIP**

San Francisco will complete construction of the physical facilities in the WSIP by June 30, 2032. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted Level of Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

### **9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough**

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane (“Brisbane”), Guadalupe Valley Municipal Improvement District (“Guadalupe”) and the Town of Hillsborough (“Hillsborough”) at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0053 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker

Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

### **Attachment A - Definitions**

**“Imputed Sales”** apply when a Wholesale Customer does not meet the minimum annual purchase requirements of Section 3.07.C, as shown on Attachment E and Attachment E-1, except in fiscal years in which a waiver of these requirements is in effect. Imputed Sales are calculated as the difference between (1) a Wholesale Customer’s metered water purchases during a fiscal year, from July 1 to June 30, and (2) the larger of (a) or (b) as follows: (a) the Wholesale Customer’s Minimum Annual Purchase Quantity, as specified in Attachment E and may be adjusted pursuant to Section 3.07.C.2, or (b) the Wholesale Customer’s Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1 and may be adjusted pursuant to Section 3.07.C.2. If a Wholesale Customer has more than one Temporary Modified Minimum Annual Purchase Quantity, the largest quantity is used for calculating Imputed Sales. Imputed Sales are considered wholesale water usage for the purposes of calculating the Proportional Annual Use, and any fees charged for Imputed Sales are considered wholesale revenues.

**“Level of Service Goals and Objectives”** refers to the “Phased WSIP Goals and Objectives” adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP, as updated and expanded by the “2023 Amended and Updated Water Enterprise Level of Service Goals and Objectives,” adopted by the Commission in Resolution No. 23-0210 dated November 28, 2023, and any amendments that may be adopted by the Commission.

**ATTACHMENT E**

**MINIMUM ANNUAL PURCHASE QUANTITIES**

**(Section 3.07.C)**

<b>AGENCY</b>	<b>MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)<sup>1</sup></b>
Alameda County Water District	6.682
City of Milpitas	4.371
City of Mountain View	6.047
City of Sunnyvale	7.412

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<sup>1</sup> In Fiscal Year (FY) 2025-26, the then-existing Minimum Annual Purchase Quantities for Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale were reset to 80% of each of those four customers' average San Francisco purchases over the four non-drought years preceding FY 2024-25 (FY 2017-18, FY 2018-19, FY 2019-20, and FY 2020-21), effective FY 2024-25. Prior to this reset, from the effective date of this Agreement (July 1, 2009) through FY 2023-24, those four customers had the following Minimum Annual Purchase Quantities:

1. Alameda County Water District: 7.648 MGD
2. City of Milpitas: 5.341 MGD
3. City of Mountain View: 8.930 MGD
4. City of Sunnyvale: 8.930 MGD

# ATTACHMENT E-3

ILLUSTRATION ONLY

**ATTACHMENT E-3**

**Illustrations of Imputed Sales Considering Collective Regional Water System Use by Original Minimum Purchase Customers Compared to Sum of Minimum Annual Purchase Quantities Pursuant to Section 3.07.E**

**Scenario 1: Collective Purchases Equal to or Greater Than Sum of MAPQs<sup>1</sup> (No Imputed Sales)<sup>2</sup>**

Line #	Wholesale Customer	A	B	C	D	$E = (D[\text{LINE \#}] / D5) \times (B5 - A5)$
		MAPQ	RWS <sup>3</sup> Use (mgd)	RWS Over MAPQ (mgd)	RWS Under MAPQ (mgd)	Proportion of Use Under Total MAPQ (mgd)
1	Alameda County Water District	6.682	7.682	1.00		N/A
2	City of Milpitas	4.371	3.871		-0.50	N/A
3	City of Mountain View	6.047	5.047		-1.00	N/A
4	City of Sunnyvale	7.412	7.912	0.50		N/A
<b>5</b>	<b>Total</b>	<b>24.512</b>	<b>24.512</b>	<b>1.50</b>	<b>-1.50</b>	<b>N/A</b>

**Scenario 2: Collective Purchases Less Than Sum of MAPQs (by 1.0 mgd) (Imputed Sales)<sup>4</sup>**

Line #	Wholesale Customer	A	B	C	D	$E = (D[\text{LINE \#}] / D5) \times (B5 - A5)$
		MAPQ	RWS Use (mgd)	RWS Over MAPQ (mgd)	RWS Under MAPQ (mgd)	Proportion of Use Under Total MAPQ (mgd)
1	Alameda County Water District	6.682	7.182	0.50		N/A
2	City of Milpitas	4.371	3.871		-0.50	-0.25
3	City of Mountain View	6.047	4.547		-1.50	-0.75
4	City of Sunnyvale	7.412	7.912	0.50		N/A
<b>5</b>	<b>Total</b>	<b>24.512</b>	<b>23.512</b>	<b>1.00</b>	<b>-2.00</b>	<b>-1.0</b>

<sup>1</sup> Minimum Annual Purchase Quantity (MAPQ)

<sup>2</sup> In Scenario 1, the Original Minimum Purchase Customers' collective purchases from San Francisco in a particular fiscal year (Line 5B) are equal to the sum of their Minimum Annual Purchase Quantities (Line 5A). Therefore, no Imputed Sales are applied to individual Original Minimum Purchase Customers that purchased less than their individual Minimum Annual Purchase Quantities (in this scenario, Milpitas and Mountain View).

<sup>3</sup> Regional Water System (RWS)

<sup>4</sup> In Scenario 2, the Original Minimum Purchase Customers' collective purchases from San Francisco in a particular fiscal year (Line 5B) are 1.0 mgd less than the sum of their Minimum Annual Purchase Quantities (Line 5A). Therefore, Imputed Sales are applied proportionally to any individual Original Minimum Purchase Customer that purchased less than its individual Minimum Annual Purchase Quantity (in this scenario, Milpitas and Mountain View), so that customer is responsible for its share of the difference between the sum of all Minimum Annual Purchase Quantities (Line 5A) and the collective amount of RWS use (Line 5B). In this scenario, Mountain View is responsible for 75% and Milpitas is responsible for 25% of the 1.0 mgd difference between Line 5A and Line 5B.

**Scenario 3: Collective Purchases Equal to or Greater Than Sum of MAPQs – with Rebound Year-Adjusted MAPQs (No Imputed Sales)<sup>5</sup>**

Line #	Wholesale Customer	A	B	C = A - ((A[LINE #] - B[LINE #]) / 2)	D	E	F	G = (F[LINE #] / F5) × (D5 - C5)
		MAPQ	RWS Use in Waiver's Final Year	Rebound Year-Adjusted MAPQ	RWS Use (mgd)	RWS Over Rebound Year- Adjusted MAPQ (mgd)	RWS Under Rebound Year- Adjusted MAPQ (mgd)	Proportion of Use Under Total Rebound Year-Adjusted MAPQ (mgd)
1	Alameda County Water District	6.682	5.682	6.182	7.512	1.33		N/A
2	City of Milpitas	4.371	3.371	3.871	3.591		-0.28	N/A
3	City of Mountain View	6.047	5.047	5.547	4.847		-0.70	N/A
4	City of Sunnyvale	7.412	6.412	6.912	7.782	0.87		N/A
<b>5</b>	<b>Total</b>	<b>24.512</b>	<b>20.512</b>	<b>22.512</b>	<b>23.732</b>	<b>2.20</b>	<b>-0.98</b>	<b>N/A</b>

<sup>5</sup> In Scenario 3, the Original Minimum Purchase Customers' collective purchases from San Francisco in a particular fiscal year (Line 5D) are greater than the sum of their Rebound Year-adjusted Minimum Annual Purchase Quantities that are currently in effect pursuant to Section 3.07.C.2 (Line 5C). Therefore, no Imputed Sales are applied to individual Original Minimum Purchase Customers that purchased less than their individual Rebound Year-adjusted Minimum Annual Purchase Quantities (in this scenario, Milpitas and Mountain View).

# ATTACHMENT H

## WATER SHORTAGE ALLOCATION PLAN

This Water Shortage Allocation Plan (“Plan”), also known as the Tier 1 Shortage Plan, describes the method for allocating water between the San Francisco Public Utilities Commission (“SFPUC”), on the one hand, and the Wholesale Customers collectively, on the other, during shortages caused by drought. The Plan also implements a method for allocating water among the individual Wholesale Customers, known as the Tier 2 Drought Response Implementation Plan (“Tier 2 Plan”), which has separately been adopted by the Wholesale Customers and does not include the SFPUC. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to “shortages” and “water shortages” are to be so understood. This Plan was initially adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been incorporated and updated to correspond to the terminology used in the 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (“Agreement”), as amended and restated from time to time.

### SECTION 1. SHORTAGE CONDITIONS

**1.1. Projected Available SFPUC Water Supply.** The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

**1.2 Projected SFPUC Customer Purchases.** The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming Supply Year (defined as the period from July 1 through June 30).

**1.3. Shortage Conditions.** The SFPUC will compare the projected available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year. When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

**1.3.1 Voluntary Response.** If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual Tier 1 and Tier 2 allocations as applicable (see Section 2 of this Attachment H) and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

**1.3.2 Mandatory Response.** If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

**1.4. Period of Shortage.** A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to

California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

**SECTION 2. SHORTAGE ALLOCATIONS**

**2.1. Annual Tier 1 Allocations between the SFPUC and the Wholesale Customers.** The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

This Plan refers to the SFPUC’s and Wholesale Customers’ respective shares of available water so established as the SFPUC’s and Wholesale Customers’ Tier 1 allocations. The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC’s percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

**2.2 Annual Tier 2 Allocations among the Wholesale Customers.** The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less (i.e., the Wholesale Customers’ Tier 1 allocation) will be apportioned among them based on a methodology, known as the Tier 2 Plan, that has been separately adopted by all of the Wholesale Customers, and not the SFPUC, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency (“BAWSCA”) will calculate each Wholesale Customer’s individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA’s Board of Directors and its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established (known as Tier 2 allocations) may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The Tier 2 Plan methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

**2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent.** The Tier 1 allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

**2.4. Monthly Water Budgets.** Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual Tier 2 allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

**2.5. Transfers of Shortage Allocations.** Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the

Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

### **SECTION 3. SHORTAGE WATER BANKING**

**3.1. Water Bank Accounts.** The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

**3.2. Bank Account Credits.** Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

**3.2.1. Maximum Balances.** The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

**3.3. Account Debits.** Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

**3.4. Transfers of Banked Water.** In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

**3.4.1. Transfer Limitations.** The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

## SECTION 4. WHOLESALE EXCESS USE CHARGES

**4.1. Amount of Excess Use Charges.** Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

**4.2 Monitoring Suburban Water Use.** During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

**4.3. Suburban Excess Use Charge Payments.** An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

**4.4. Tier 1 Family Plan.** During periods of mandatory rationing, the SFPUC will not assess excess use charges on any of the Wholesale Customers if the Wholesale Customers' collective cumulative purchases over the course of the Supply Year are less than the Wholesale Customers' Tier 1 allocation, as set forth in Section 2.1. If the Wholesale Customers' collective cumulative purchases exceed the Wholesale Customers' Tier 1 allocation, the SFPUC shall assess excess use charges on each individual Wholesale Customer that exceeded its individual Tier 2 allocation (established in accordance with Section 2.2) over the course of the Supply Year in proportion to each individual Wholesale Customer's share of the collective Wholesale Customers' purchases that exceeded the Wholesale Customers' Tier 1 allocation.

## SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

**5.1. Construction of Terms.** This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

**5.2. Governing Law.** This Plan is made under and shall be governed by the laws of the State of California.

**5.3. Effect on Agreement.** This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

**5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods.**

The SFPUC’s agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

**5.5. Termination.** This Plan shall expire at the end of the Term of the Agreement. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

**SECTION 6. ALLOCATION CALENDAR**

**6.1. Annual Schedule.** The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

**6.1.1**

<b>In All Years</b>	<b>Target Dates</b>
1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year	November 1
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year	February
3. SFPUC issues initial estimate of available water supply	February 1
4. SFPUC announces potential first year of drought (if applicable)	February 1
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases	February 1-May 31
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable	March 1
7. SFPUC issues final estimate of available water supply	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
8. SFPUC determines amount of water available to Wholesale Customers collectively	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
<b>In Drought Years</b>	<b>Target Dates</b>
9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.	April 15-30
10. SFPUC declares the need for a voluntary or mandatory response	April 15-30
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers’ percentage shares of water allocated to Wholesale Customers collectively	April 15- 30

- |   |   |
|---|---|
| 12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule) | April 25—May 10   |
| 13. Wholesale Customers submit alternative monthly water budgets (optional)   | May 8-May 24  |
| 14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30  | June 1  |
| 15. Monthly water budgets become effective  | July 1  |
| 16. Excess use charges indicated on monthly Suburban bills  | August 1 (of the beginning year) through June 30 (of the succeeding year) |
| 17. Excess use charges paid by Wholesale Customers for prior year   | August of the succeeding year   |

CITY OF SANTA CLARA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,  
APPROVING TIER 2 DROUGHT RESPONSE IMPLEMENTATION PLAN  
PURSUANT TO SECTION 3.11.C  
OF THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT

~~THIS RESOLUTION IS ADOPTED based upon the following facts and circumstances:~~

WHEREAS, The City of Santa Clara is one of twenty-six (26) agencies in San Mateo, Santa Clara and Alameda Counties (Wholesale Customers) which purchase water from the City and County of San Francisco (San Francisco) pursuant to a Water Supply Agreement entered into in 2009, and recently amended in 2018, 2021 and 2025 (the Agreement or WSA). Collectively these 26 agencies are referred to in the Agreement as Wholesale Customers; and

WHEREAS, Section 3.11 of the Agreement addresses situations when insufficient water is available in the San Francisco Regional Water System (RWS) to meet the full demands of all users. Section 3.11.C provides that during periods of water shortage caused by drought, the San Francisco Public Utilities Commission (SFPUC) will allocate available water between its retail customers and the Wholesale Customers collectively, in accordance with a schedule contained in the Water Shortage Allocation Plan set forth in Attachment H to the Agreement (Tier 1 Plan); and

WHEREAS, Section 3.11.C authorizes the Wholesale Customers to adopt a Drought Allocation Plan, including a methodology for allocating the available water among the individual Wholesale Customers (Tier 2 Plan). The WSA also commits the SFPUC to honor allocations of water unanimously agreed to by all Wholesale Customers or, if unanimous agreement cannot be achieved, water allocations that have been adopted by the Board of Directors of the Bay Area Water Supply and Conservation Agency (BAWSCA). The Agreement also provides that the SFPUC can allocate water supplies as necessary during a water shortage emergency if no agreed upon plan for water allocation has been adopted by the 26 Wholesale Customers or the BAWSCA Board of Directors; and

WHEREAS, Commencing in January 2022, representatives appointed by the managers of each of the Wholesale Customers began meeting monthly to develop a set of principles to serve as guidelines for an equitable allocation methodology, and to develop formulas and procedures, in order to implement those principles. These discussions, and supporting technical analyses, have been conducted with the assistance of BAWSCA; and

WHEREAS, The Tier 2 Plan, attached to this resolution as Exhibit A, has been endorsed by all of the Wholesale Customer representatives who participated in the formulation process and they have each recommended that it be formally adopted by the governing body of their respective agencies; and

WHEREAS, The Tier 2 Plan allocates the collective Wholesale Customer share of RWS supply made available by the SFPUC among each of the 26 Wholesale Customers through December 31, 2034 and is coordinated with the term of the Agreement, and extension and renewal terms.

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

1. The Tier 2 Drought Response Implementation Plan, as attached as Exhibit A (Tier 2 Plan), is approved.

2. This approval is conditioned upon all of the other twenty-five Wholesale Customers approving the Tier 2 Plan, such approvals being evidenced through adoption of similar resolutions or, in the case of private-sector organizations, by other equivalently binding written commitments signed by an executive officer acting within the scope of delegated authority, and all such approvals occurring on or before December 31, 2025.

If such resolutions or binding commitments are not adopted by that date, this resolution will automatically expire and be of no further effect after December 31, 2025, unless it has been extended prior thereto by further action of this Council.

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 24TH DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

AYES: \_\_\_\_\_ COUNCILORS:

NOES: \_\_\_\_\_ COUNCILORS:

ABSENT: \_\_\_\_\_ COUNCILORS:

ABSTAINED: \_\_\_\_\_ COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

PASSED AND ADOPTED this 24th day of June, 2025, by the following vote:

AYES:

NOES:

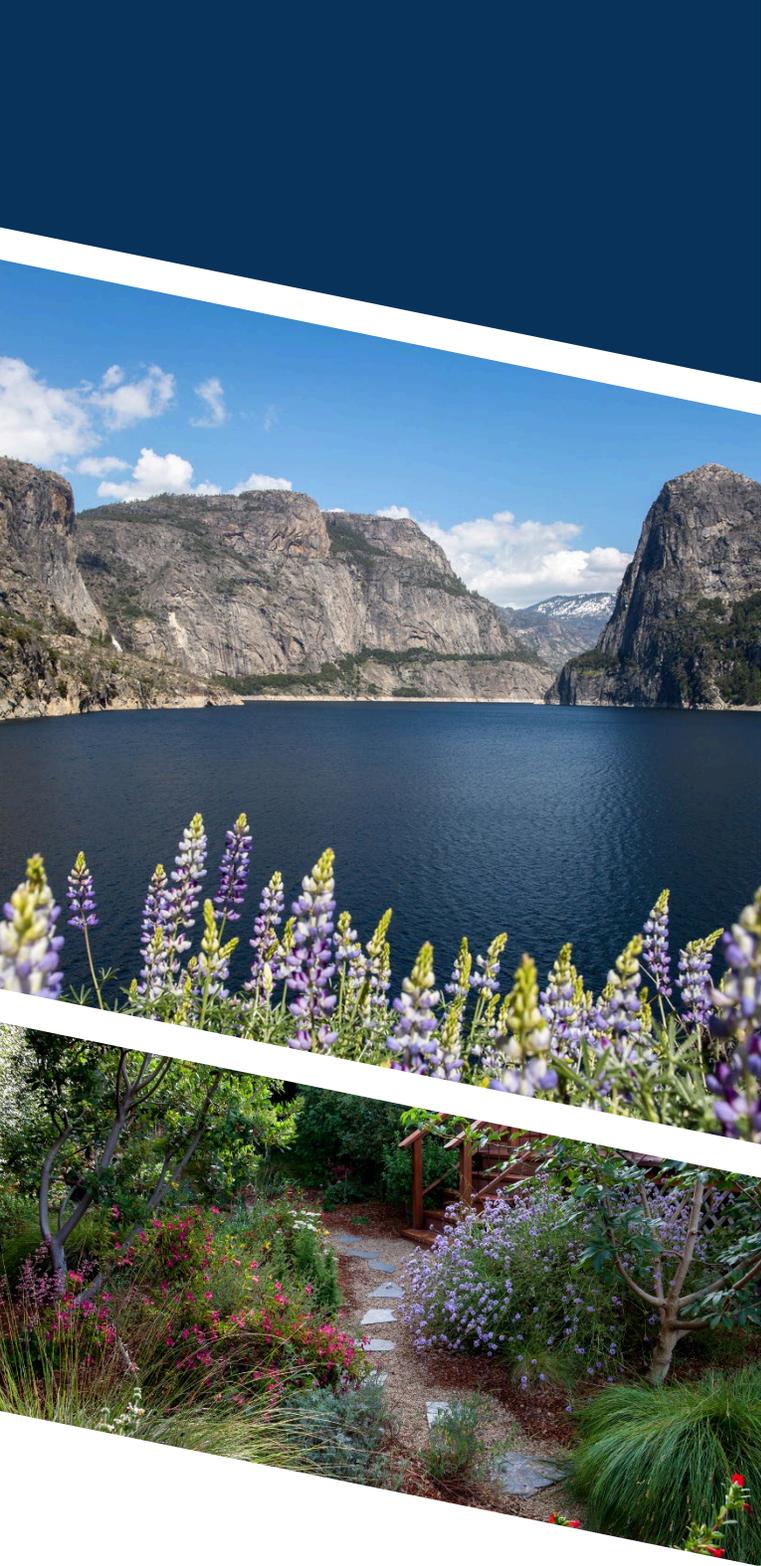
ABSENT:

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

Approved as to form: \_\_\_\_\_ ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney City Clerk

Attachment [5](#):  
[Exhibit A](#). Tier 2 Drought Response Plan and Example Tier 2 Plan Excel-Based Model



# **Tier 2 Drought Response Implementation Plan**

Drought Shortage  
Allocation Plan for the  
Regional Water System  
Wholesale Customers

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## 1. Introduction

The Tier 2 Drought Response Implementation Plan (the “Plan” or “Tier 2 Plan”) describes the method for allocating the water made available by the San Francisco Regional Water System (“RWS”) among the Wholesale Customers during shortages caused by Drought. This Plan is adopted pursuant to Section 3.11(C) of the Amended and Restated Water Supply Agreement between the City and County of San Francisco and the Wholesale Customers in Alameda, San Mateo, and Santa Clara Counties (the “WSA”).

## 2. Relationship to Water Supply Agreement

The WSA includes a Water Shortage Allocation Plan which, among other things, (a) provides for the allocation of available water between Retail Customers (e.g., retail water customers within the City and County of San Francisco) and the Wholesale Customers collectively during system-wide water shortages of 20 percent or less, (b) contemplates the adoption by the Wholesale Customers of this Plan for allocation of the Wholesale Customers share of available water, (c) commits the SFPUC to implement this Plan, (d) provides for banking of unused allocation, and (e) provides for the transfer of both banked water and shortage allocations between and among the Wholesale Customers and commits the SFPUC to implement such transfers. That plan is referred to as the Tier 1 Plan and is included as Attachment H to the WSA.

The Tier 1 Plan also provides the methodology for determining the Overall Average Wholesale Customer Reduction, expressed as a percentage cutback from prior year’s normal SFPUC purchases, and Overall Wholesale Customer Allocation, in million gallons per day (MGD), both of which are used in determining the final Allocation Factor for each Wholesale Customer. The Overall Average Wholesale Customer Reduction is determined by dividing the volume of water available to the Wholesale Customers (the “Overall Wholesale Customer Allocation” or “Tier 1 Allocation”), shown as a share of available water in Section 2 of the Tier 1 Plan, by the prior year’s normal total Wholesale Customers’ RWS purchases and subtracting that value from one.

## 3. Development Process

Between January 2022 and June 2024, Bay Area Water Supply and Conservation Agency (BAWSCA), supported by Woodard & Curran technical consultants, facilitated negotiations between the Wholesale Customers through a series of meetings, workshops, and workgroups to develop a formula and implementation plan to allocate RWS supplies in the event of shortage caused by a SFPUC declared Drought, as defined in the WSA. These meetings, workshops, and workgroups provided a forum for in-depth discussion of the objectives, mechanics, and policy aspects of the elements of an updated Plan.

The Wholesale Customers began negotiations by reviewing the prior Plan, then discussed and agreed upon four policy principles to lay the foundation for a revised Plan. BAWSCA, with support from Woodard & Curran as the technical consultant team, introduced potential elements of a formula to align with the agreed upon policy principles. In monthly workshops, the Wholesale Customers discussed these options and provided feedback on which elements should be included in the Plan, along with suggested refinements. These workshops, and the discussions, suggestions, and comments expressed by the Wholesale Customers during this process, were the primary forum through which this Plan was developed.

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## 4. Plan Policy Principles

The Wholesale Customers collectively developed four policy principles (the “Policy Principles”) to guide the development and performance of the Tier 2 Plan. The Tier 2 Plan and associated Tier 2 Plan Allocation Model were developed in consideration of these policy principles, with the intent to abide by each policy principle while minimizing conflicts between policy principles. The policy principles are summarized below and implemented in Attachment B, Tier 2 Plan Data Sources and Calculations.

1. **Policy Principle #1** - Provide sufficient water for the basic health and safety needs of customers.
2. **Policy Principle #2** - Minimize economic and other adverse impacts of water shortages on customers and the BAWSCA region.
3. **Policy Principle #3** - Provide predictability of drought allocations through consistent and predetermined rules for calculation, while allowing for flexibility to respond to unforeseen circumstances.
4. **Policy Principle #4** - Recognize benefits of, and avoid disincentives for, water use efficiency and development of alternative water supply projects.

## 5. Allocation Formula

Guided by the Policy Principles, the Wholesale Customers developed a specific formula for apportioning the Overall Wholesale Customer Allocation among the individual Wholesale Customers. The Tier 2 Allocation Model requires several inputs to calculate each Wholesale Customer’s allocation. First, Base Period data are collected to be used as inputs in the Tier 2 formula. Next each Wholesale Customer’s allocation is calculated in five steps.

### Base Period Calculations

The Base Period in the Tier 2 Plan is defined as the average of each Wholesale Customer’s two years with the highest volumes of SFPUC purchases from the previous three non-Drought years. A non-Drought year is defined as a full fiscal year (July 1 through June 30) in which the SFPUC has not declared a water shortage emergency, as defined in the WSA. BAWSCA’s Annual Survey, which compiles and publishes data self-reported by the Wholesale Customers, is the primary source for model inputs.

### Tier 2 Plan Allocation Formula Inputs

- **Population:** Each Wholesale Customer’s population as reported in the most recently published Annual Survey and is not tied to Drought or non-Drought year status.
- **Base Period SFPUC Purchases:** The average of each Wholesale Customer’s two years with the highest volumes of SFPUC purchases from the previous three non-Drought years.
- **Base Period Total Potable Water Production:** Total potable production as reported in the Annual Survey.

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- **Base Period SFPUC Reliance:** Each Wholesale Customer's Base Period SFPUC Purchases divided by Base Period Total Potable Water Production, expressed as a percentage.
  - **Base Period Percent Indoor Demand:** The single lowest month's total potable demand (a proxy for indoor use) divided by the average monthly total potable demand, expressed as a percentage. The resulting percentages are averaged for the two selected Base Period years.
  - **Base Period Percent Non-Residential Demand:** Each Wholesale Customer's potable water consumption from the Base Period from all customer categories except residential, divided by the Wholesale Customer's Base Period Total Potable Water Production, expressed as a percentage. The resulting percentages are averaged for the two selected Base Period years.
  - **Individual Supply Guarantee (ISG):** Each Wholesale Customer's share of the Supply Assurance, as shown on Attachment C to the WSA, with proxies for Hayward, San Jose, and Santa Clara in order to provide inputs for the Tier 2 Allocation Formula

There are three exceptions to the Base Period Calculations: (1) Coastside County Water District ("Coastside CWD") Base Period SFPUC Purchases and Base Period SFPUC Reliance, (2) Stanford Base Period Percent Indoor Demand, and (3) Stanford Population Calculation.

- (1) Coastside CWD Base Period SFPUC Purchases will be calculated as 94% of its Base Period Total Potable Water Production. Base Period SFPUC Reliance will be fixed at 94%. More information is provided in Attachment B.
- (2) Stanford's Base Period Percent Indoor Demand calculation will exclude demand from the month of December and/or January when the campus is closed and demand is abnormally low.
- (3) Stanford's population is calculated as described in Attachment B.

Furthermore, three Wholesale Customers do not have an ISG and a proxy is used in the Tier 2 Plan: (1) Hayward, (2) San Jose, and (3) Santa Clara. Background on ISG and each ISG proxy is described in Attachment B.

Data sources, methodologies, and equations used to calculate each input are described further in Attachment B.

## **Step 0: Establish SFPUC Minimum and Maximum Cutback**

The Minimum and Maximum Cutback establish the upper and lower bounds for each Wholesale Customer's final allocation.

No water is allocated in this step. Instead, allocations in subsequent steps are limited such that no Wholesale Customer's final allocation is outside the upper and lower bounds (i.e., above the Minimum Cutback or below the Maximum Cutback) established in this step.

**Minimum Cutback:** Each Wholesale Customer will contribute to meeting the Overall Average Wholesale Customer Reduction by taking a Minimum Cutback from its Base Period SFPUC

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Purchases (up to its ISG or proxy). This establishes the upper limit of each Wholesale Customer's potential final allocation. The Minimum Cutback, expressed as a percentage, is equal to 1/3 times the Overall Average Wholesale Customer Reduction, but no less than 5%.

**Maximum Cutback:** The Maximum Cutback establishes the lower limit of each Wholesale Customer's potential final allocation. The Maximum Cutback, expressed as a percentage, is equal to 1.5 times the Overall Average Wholesale Customer Reduction. The Maximum Cutback is calculated from each Wholesale Customer's Base Period SFPUC Purchases (up to its ISG, or proxy).

**Step 1 Override Exception:** If a Wholesale Customer's allocation in Step 1 exceeds the upper limit established by the Minimum Cutback at 1/3 times the Overall Average Wholesale Customer Reduction, the Wholesale Customer's Minimum Cutback will be reduced, but the Minimum Cutback will be no less than 5%.

Calculations and an example of the Step 1 Override Exception are provided in Attachment B.

### Step 1: Efficient Residential Allocation

Step 1 allocates water on a residential per capita basis, based on the State Indoor Water Use Efficiency Standard<sup>1</sup> and the portion of each Wholesale Customer's water demand met by the RWS.

The per capita efficient residential volume, in gallons, will align with the State Residential Indoor Water Use Efficiency Standard, established as 47 gallons per capita per day (GPCD) through 2029 and 42 GPCD beginning in 2030. This step multiplies the per-capita volume by each Wholesale Customer's Population and Base Period SFPUC Reliance to determine the total amount of supply allocated to each Wholesale Customer in this step.

### Step 2: Non-Residential Base Allocation

Step 2 allocates water based on each Wholesale Customer's estimated non-residential indoor/base demand.

To calculate non-residential indoor/base demand, each Wholesale Customer's Base Period SFPUC Purchases are multiplied by:

- Base Period Percent Indoor Demand
- Base Period Percent Non-Residential Demand
- Non-Residential Base Allocation Factor – this is equal to one minus 50% of the Overall Average Wholesale Customer Reduction.
  - For example, in a 20% Overall Average Wholesale Customer Reduction, the Non-Residential Base Allocation Factor will be 90% ( $1 - (20\% \div 2)$ ) of each Wholesale Customer's non-residential indoor/base demand.

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<sup>1</sup> SB 1157, signed into law in September 2022, established the standard for efficient indoor residential water use be 47 gallons per capita per day ("GPCD"), lowering to 42 GPCD in 2030.

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### **Step 3: SFPUC Maximum Cutback Reserve**

The Maximum Cutback establishes the lower limit for each Wholesale Customer's final allocation. See Step 0 for more information.

No water is allocated in this step. Instead, this step calculates the gap between each Wholesale Customer's allocation after Step 2 and the lower limit of its potential final allocation. This step then reserves the sum of the gap for all Wholesale Customers from the Overall Wholesale Customer Allocation for Step 5. This Maximum Cutback Reserve ensures, after other steps are applied, that sufficient water is available in the final step to provide that each Wholesale Customer's final allocation is equal to, or greater than, the lower limit of its potential allocation established by the Maximum Cutback.

### **Step 4: Seasonal Allocation**

Step 4 allocates water based on estimated seasonal purchases from the RWS.

The inverse of each Wholesale Customer's Base Period Percent Indoor Demand (1 - % Indoor Demand) is used to estimate percent seasonal demand, which is then multiplied by Base Period SFPUC Purchases to estimate each Wholesale Customers' SFPUC seasonal purchases. Each Wholesale Customer's estimated SFPUC seasonal purchases are multiplied by the Seasonal Cutback Factor to establish each Wholesale Customer's Seasonal Allocation.

The Seasonal Cutback Factor is calculated based upon the Overall Wholesale Customer Allocation remaining to be allocated after Step 2. Of the remaining Overall Wholesale Customer Allocation after Step 2 (less the Maximum Cutback Reserve), 50% is allocated through the Seasonal Minimum Allocation Step. The detailed methodology for calculating the Seasonal Cutback Factor is described in Attachment B.

### **Step 5: SFPUC Purchases and ISG-Based Allocation**

Step 5 allocates the water remaining after Step 4 to get agencies as close to the "Target Allocation" as possible. Each Wholesale Customer's Target Allocation is based on a weighted share of two-thirds Base Period SFPUC Purchases and one-third ISG (or proxy) while ensuring each agency's final allocation is between the Minimum and Maximum Cutback limits.

The detailed methodology for calculating the Base Period SFPUC Purchases and ISG weighted allocation is described in Attachment B.

## **6. Plan Implementation**

The Tier 2 Plan applies when, and only when, the SFPUC declares a Drought that has is a system-wide water shortage of 20 percent or less. The Tier 2 Plan applies only to water acquired and distributed by the SFPUC to the Wholesale Customers through the WSA and has no effect on water obtained by a Wholesale Customer from any source other than the SFPUC.

### **Shortages Greater than 20 Percent**

In no way should it be construed that the Wholesale Customers relieve the SFPUC of its obligations established in the Level of Service goals adopted in the Water System Improvement

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Program (“WSIP”), including the level of service goal to “meet dry-year delivery needs while limiting drought rationing to a maximum 20 percent system-wide reduction water service during extended droughts” (2023 Amended and Updated LOS Goals and Objectives, SFPUC Resolution No. 23-0210, adopted November 28, 2023, updating the Resolution No. 08-0200, adopted October 30, 2008). Should conditions occur that result in system-wide shortages greater than 20%, the provisions in WSA Section 3.11(C) apply. The Tier 2 Plan calculations may be used during discussions with the SFPUC on how to implement reductions above 20% with the Wholesale Customers and for planning purposes only to estimate potential Wholesale Customer allocations for system-wide shortages greater than 20% (e.g., to inform efforts such as Urban Water Management Plans).

## **BAWSCA Role in Plan Implementation**

In accordance with the WSA, upon the SFPUC’s declaration or reconfirmation of a water shortage emergency, BAWSCA will calculate and provide the SFPUC with each Wholesale Customer’s individual percentage share of the amount of water allocated to the Wholesale Customers collectively.

In the event that shortage conditions change and the SFPUC takes action to declare an increase or decrease to the system-wide shortage level, BAWSCA will recalculate the Tier 2 Plan and submit new Allocation Factors to the SFPUC. When rerunning the Tier 2 calculations, the Base Period will not change to provide predictability (Policy Principle #3). The only inputs that will change are the Overall Wholesale Customer Allocation and population, if a more recent Annual Survey has been published.

If the appropriate base period data, as specified in this Plan, are not available when BAWSCA initially calculates the Tier 2 Allocation Factors, the Base Period may be updated. However, BAWSCA may only provide the SFPUC with updated Allocation Factors if the Commission takes action to declare or reconfirm a shortage condition.

Each year, BAWSCA will provide the Wholesale Customers with a review of the Tier 2 Plan. The annual review will include:

- Calculation of each Wholesale Customer’s Allocation Factor for regional shortages of 10% and 20% for the current Base Period, based upon the most recent published BAWSCA Annual Survey;
- Review of Base Period data used to develop the calculations.

## **7. Plan Term**

The term of the Tier 2 Plan will be the same as the WSA term and may be extended by the written agreement of all the Wholesale Customers. The Tier 2 Plan negotiators chose to coordinate the Plan term with WSA term in order to avoid simultaneous renegotiation of these related agreements. Pursuant to WSA Section 2, the WSA expires on June 30, 2034. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the WSA for five years, through June 30, 2039. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC’s offer to extend the Term by providing a written notice of extension to the SFPUC. If the WSA is extended, the Tier 2 Plan

shall expire on December 31, 2034, unless extended by the written agreement of all Wholesale Customers. The Wholesale Customers will meet to review and potentially negotiate amendments to the Tier 2 Plan between July 2032 and June 2034.

If the SFPUC is not willing to extend the term of the WSA, or the Wholesale Customers decline the offer to extend the term of the WSA, the term of the Tier 2 Plan shall be automatically extended for two additional years through December 31, 2036 to allow for more time for the Wholesale Customers to meet to review and potentially negotiate amendments to the Tier 2 Plan between July 2034 and June 2036.

Sample schedules described above are provided in the table below.

<b>Date</b>	<b>Extension of WSA with Limited Negotiated Changes</b>	<b>Parties must renegotiate WSA Terms</b>
Dec 2031	SFPUC indicates willingness to extend term of WSA for 5 years	SFPUC indicates willingness to extend term of WSA for 5 years
Jan - Jun 2032	Wholesale Customers <u>accept</u> offer to extend term of WSA	Wholesale Customers <u>decline</u> offer to extend term of WSA
Jul 2032 - Jun 2034	Wholesale Customers meet to review, extend and potentially negotiate amendments to the Tier 2 Plan	SFPUC and Wholesale Customers negotiate amendments to WSA
Jul 2034 – Jun 2036		Wholesale Customers meet to review and potentially negotiate amendments to the Tier 2 Plan

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## Attachment A: List of Abbreviations and Definitions

### Abbreviations

**BAWSCA** – Bay Area Water Supply and Conservation Agency

**GPCD** – gallons per capita per day

**ISG** – Individual Supply Guarantee

**MGD** – million gallons per day

**RWS** – San Francisco Regional Water System

**SFPUC** – San Francisco Public Utilities Commission

**WSA** – Amended and Restated Water Supply Agreement between the City and County of San Francisco and the Wholesale Customers in Alameda, San Mateo and Santa Clara Counties

**WSIP** – Water System Improvement Program

### Definitions

**Allocation Factor** – Each Wholesale Customer's portion of the Overall Wholesale Customer Allocation, expressed as a percent.

**Base Period** – The average of each Wholesale Customer's two years with the highest volumes of SFPUC purchases from the previous three non-Drought years.

**BAWSCA Annual Survey** – An annual survey of the Wholesale Customers, conducted by BAWSCA, to update key service area information including actual and projections of Wholesale Customer water demand and population.

**Drought** – “[a] water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.” (*WSA, Attachment A*)

**Individual Supply Guarantee** – “[each] Wholesale Customer's share of the Supply Assurance, as shown in Attachment C [to the WSA].” (*WSA, Attachment A*)

**Overall Average Wholesale Customer Reduction** – The percent cutback from Base Period SFPUC Purchases, calculated by dividing the Overall Wholesale Customer Allocation by the sum of the Wholesale Customer's Base Period SFPUC Purchases.

**Overall Wholesale Customer Allocation or Tier 1 Allocation** – The volume of water available to the Wholesale Customers from the RWS.

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**Regional Water System** – “[the] water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.” (*WSA, Attachment A*)

**SFPUC Purchases** – For the purposes of the Tier 2 Plan, SFPUC Purchases are defined as the volume of water purchased by and delivered to a Wholesale Customer for use within its service area. SFPUC Purchases specifically exclude (1) **In-Lieu Water**, which is Regional Water System water pursuant to the WSA and the Regional Groundwater Storage and Recovery Project Operating Agreement and (2) **Imputed Sales**, both defined in the WSA, Attachment A.

**Supply Assurance** – “[the] 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.” (*WSA, Attachment A*)

**Tier 1 Plan or Tier 1 Shortage Plan** – “[the] Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement [the WSA] describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.” (*WSA, Attachment A*)

**Tier 2 Plan or Tier 2 Drought Response Implementation Plan** – The method of apportioning the Tier 1 Allocation among the 26 Wholesale Customers.

**Tier 2 Plan Allocation Model** – The Excel-based tool used for applying the Tier 2 Plan allocation methodology and determining each Wholesale Customer's Allocation Factor.

**Wholesale Customers** – “[the] 26 water customers identified in Section 1.02 [of the WSA] that are contracting for purchase of water from San Francisco pursuant to [the WSA].” (*WSA, Attachment A*)

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## Attachment B: Tier 2 Plan Data Sources and Calculations

### BAWSCA Annual Survey

Each year, BAWSCA conducts an annual survey of its members in order to update key BAWSCA service area information including population, current and projected water use, and climatology. BAWSCA begins collecting data in October of each year. The Wholesale Customers submit data through BAWSCA's Water Conservation Database. Between approximately January and March, BAWSCA reviews the Wholesale Customers' submissions for potential errors and works with Wholesale Customers to confirm and finalize the data. The final report is published around March of each year for the fiscal year ending the previous June 30<sup>th</sup>.

Base Period inputs will use data published in the Annual Surveys from the previous three non-Drought years. Depending on when the SFPUC declares a shortage emergency, the most recent non-Drought year's Annual Survey may not be finalized and published. If the most recent non-Drought year's Annual Survey is not available, the Base Period inputs will use data from the three most recent non-Drought year's published in Annual Surveys.

### Base Period

The Tier 2 Plan uses historical SFPUC purchases, total potable water production, monthly potable production, potable consumption by customer category, and population for Steps 0 through 5. These values are established using a historical base period with established water supply and delivery data.

The Base Period for all inputs except population is defined as the average from the highest two years of SFPUC Purchases over the most recent three non-Drought years. The selection of Base Period is unique to each Wholesale Customer. Two example agencies are provided in the table below, where the data associated with the highest two years are highlighted.

Previous Non-Drought Year	Agency A		Agency B	
	SFPUC Purchases	Percent Non-Residential	SFPUC Purchases	Percent Non-Residential
Year 1	2.50	70%	5.90	58%
Year 2	2.75	69%	6.20	56%
Year 3	2.40	67%	6.10	55%
Calculation	$\frac{(2.50 + 2.75)}{2}$	$\frac{(0.70 + 0.69)}{2}$	$\frac{(6.20 + 6.10)}{2}$	$\frac{(0.56 + 0.55)}{2}$
Average of Highest Two Years	<b>2.63</b>	<b>70%</b>	<b>6.15</b>	<b>55.5%</b>

### Coastside CWD Special Provisions for Base Period Calculations

Coastside CWD Base Period SFPUC Purchases will be calculated as 94% of its Base Period Total Potable Water Production. Base Period SFPUC Reliance will be fixed at 94%.

Coastside CWD’s high variability in SFPUC purchases from year to year, the California Coastal Commission limitations on growth in its service area, and geographical and hydrological isolation set it apart from other Wholesale Customers. Uniquely among the Wholesale Customers, Coastside CWD does not have interties with other Wholesale Customers or agencies. Additionally, it has junior rights on local surface water supplies. To ensure resiliency, Coastside CWD must maximize its use of Denniston Creek in normal years to provide evidence to the State in its ongoing case to perfect its water rights. This results in low RWS purchases in non-drought years, which are the source of each Wholesale Customer’s Base Period. The Coastside CWD special provisions for Base Period SFPUC Purchases ensure its dry year reliance on the RWS is reflected in the Tier 2 Plan.

### Minimum Cutback Factor

The minimum cutback factor is used to establish the upper limit at or below which each Wholesale Customer’s final allocation will be. The minimum cutback factor is equal to 1/3 times the Overall Average Wholesale Customer Reduction, expressed as a percentage. Base Period SFPUC Purchases (up to ISG or proxy) are multiplied by 1 minus the minimum cutback factor. An example equation is provided below.

$$\text{Wholesale Customer final allocation upper limit} = \text{Base Period SFPUC Purchases} \times (1 - (1/3 \times \text{Overall Average Wholesale Customer Reduction}))$$

### Step 1 Override Exception

If a Wholesale Customer’s allocation in Step 1 (Efficient Residential Allocation) is greater than the upper limit of its potential allocation established by the Minimum Cutback, the Step 1 allocation will override. However, no Wholesale Customer’s final cutback will be less than 5%.

For example, in a 20% Overall Average Wholesale Customer Reduction, the Minimum Cutback will be 6.67% (20% × 1/3). An example Wholesale Customer’s calculation is provided below.

Base Period SFPUC Purchases	5.0 MGD
Minimum Cutback Factor	- 6.67%
Upper Limit of Potential Final Allocation	4.67 MGD

Population	101,000
Base Period SFPUC Reliance	100%
Residential Efficient Allocation	47 GPCD
Step 1 Allocation	4.75 MGD

The example agency’s final cutback will be 5.1% as calculated below:

$$4.75 \text{ mgd} / 5.0 \text{ mgd} - 1 = -5.1\%$$

### Maximum Cutback Factor

The maximum cutback factor is used to establish the lower limit at or above each Wholesale Customer’s final allocation. The maximum cutback factor is equal to 1.5 times the Overall Average Wholesale Customer Reduction, expressed as a percentage. Base Period SFPUC

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Purchases (up to ISG or proxy) are multiplied by 1 minus the minimum cutback factor. An example equation is provided below.

$$\begin{aligned} & \textit{Wholesale Customer final allocation lower limit} \\ & = \textit{Base Period SFPUC Purchases} \\ & \times (1 - (1.5 \times \textit{Overall Average Wholesale Customer Reduction})) \end{aligned}$$

## Efficient Residential Volume

The Tier 2 Plan uses a per-capita volume, in gallons, to calculate each Wholesale Customer's Efficient Residential Allocation (Step 1 of the Allocation Model). The per-capita volume is 47 gallons per capita per day through 2029 and 42 GPCD beginning in 2030, consistent with the State of California Indoor Residential Water Use Standard for 2025 established by SB 1157.

## SFPUC Reliance

For agencies with multiple potable water sources, the Tier 2 Plan calculates SFPUC Reliance by dividing each agency's Base Period SFPUC Purchases by Base Period Total Potable Water Production, expressed as a percentage. SFPUC Reliance is used in Step 1 to calculate multi-source agency's Residential Efficient Allocation met by the RWS.

## Population

The Tier 2 Plan uses population reported in the most recently published Annual Survey to calculate each Wholesale Customer's Efficient Residential Allocation in Step 1.

BAWSCA reviews data submitted for the Annual Survey and works with agencies to ensure the information is correct before making it public. As part of this annual review, BAWSCA will flag any agencies that have reported population increases greater than 5%. BAWSCA will first confirm with the agency that there are no reporting errors. If the reported data are correct, BAWSCA will include a note to all agencies during the annual review of the Tier 2 Plan.

## Stanford University Population Calculation

Stanford has historically reported its population in the BAWSCA Annual Survey using data from the Stanford Office of Institutional Research & Decision Support, which annually documents population based on student enrollment and data from human resources. This number captures all students (undergraduate and graduate), post-docs, faculty, and staff that are employed and work on campus. The population report does not directly capture residential population that is not enrolled or employed (significant others or dependents). However, it would include a daytime population component. Stanford reviewed several population sources and calculation methods including census data. Based on review of the available sources for population information, Stanford proposed, and the BAWSCA agencies agreed, to utilize a formula that captures student and faculty/staff residential population. This new approach would eliminate the inclusion of daytime staff and faculty who do not live on campus.

The formula takes the Office of Institutional Research & Decision Support data and uses only the "Total Students" and adds a multiplier of 2.57 people per residence (single and multi-family) for the faculty/staff housing area.

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Stanford Population = (Faculty/Staff Housing Residences x 2.57) + ("Total Students" from Population Report)

### Percent Indoor Demand

For each Base Period year, percent indoor demand is calculated by dividing each Wholesale Customer's lowest month of potable production by the Wholesale Customer's average monthly potable production. The two resulting percentages are averaged together. An example equation is provided below, where Y<sub>1</sub> and Y<sub>2</sub> represent the two Base Period years.

$$\% \text{ Indoor Use} = \frac{\frac{\text{Lowest Month Production, } Y_1}{\text{Average Monthly Production, } Y_1} + \frac{\text{Lowest Month Production, } Y_2}{\text{Average Monthly Production, } Y_2}}{2}$$

### Percent Seasonal Demand

Percent seasonal demand is calculated as the inverse of percent indoor demand.

$$\text{Percent Seasonal Demand} = 1 - \% \text{ Indoor Demand}$$

### Percent Non-Residential Demand

For each Base Period year, percent non-residential demand is calculated by first dividing each Wholesale Customer's potable water consumption from all residential customer categories by the Wholesale Customer's total annual potable production. The resulting percentage is subtracted from one to calculate the inverse and thus captures all non-residential demands including non-revenue water and dedicated irrigation meters<sup>2</sup>. The two resulting percentages from the two Base Period years are averaged together. An example equation is provided below, where Y<sub>1</sub> and Y<sub>2</sub> represent the two Base Period years.

$$\% \text{ NR Use} = \frac{\left(1 - \frac{\text{Residential Use, } Y_1}{\text{Potable Production, } Y_1}\right) + \left(1 - \frac{\text{Residential Use, } Y_2}{\text{Potable Production, } Y_2}\right)}{2}$$

### Individual Supply Guarantee (ISG)

#### Use of ISG in the Tier 2 Plan

Each Wholesale Customer's ISG is used in the Tier 2 Plan calculations with proxies for Hayward, San Jose and Santa Clara, in order to provide inputs for the Tier 2 Allocation Formula. See WSA, Attachment C for a current list of ISG values.

Hayward's de facto ISG (22.1 MGD) is used in place of permanent ISG for the purposes of the Tier 2 Plan calculations. This figure is used in WSA, Attachment D, to determine whether Hayward's increased use requires pro-rata reduction of remaining Wholesale Customers' ISG.

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<sup>2</sup> Prior to FY 22-23, all consumption recorded under the dedicated irrigation sector in the Water Conservation Database is assumed to be non-residential. Starting in FY 22-23, Wholesale Customers were given the option to separate out residential vs. non-residential dedicated irrigation consumption.

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San Jose and Santa Clara's temporary and interruptible contract amounts (4.5 MGD each) are used in place of ISG for the purposes of the Tier 2 Plan calculations.

## **Background on ISG**

San Francisco has a perpetual legal obligation and commitment (Supply Assurance) to deliver 184 MGD to the 24 permanent Wholesale Customers collectively. The Supply Assurance is subsequently allocated among the 24 permanent Wholesale Customers through Individual Supply Guarantees (ISG), which represent each Wholesale Customer's share of the 184 MGD Supply Assurance. San Jose and Santa Clara are not included in San Francisco's Supply Assurance obligation; rather each has a temporary and interruptible water supply contract with San Francisco. Through the WSA and its individual contracts with San Jose and Santa Clara, San Francisco has many requirements to plan for water supply development and analyze the sufficiency of water supply to San Jose and Santa Clara. For example, San Francisco must complete a CEQA review and provide at least a 10-year notice of interruption.

## **Hayward does not have an Individual Supply Guarantee**

San Francisco and Hayward entered into a water supply contract on February 9, 1962 (the "1962 contract") which provided that San Francisco would supply Hayward with all water supplemental to water controlled by Hayward, in sufficient quantity to supply the total water needs of Hayward's service area "on a permanent basis." This 1962 contract remains the Individual Water Sales Contract between San Francisco and Hayward. Due to the terms of this ongoing contract, Hayward does not have an ISG. If Hayward's purchases exceed 22.1 MGD for three consecutive years, the remaining 23 Wholesale Customer's ISG will be reduced on a pro rata (WSA, Attachment D).

Currently, the sum of the 23 Wholesale Customers fixed ISG is 161.9 MGD.

184 MGD Supply Assurance - 161.9 MGD = 22.1 MGD water available for Hayward purchases  
(i.e., Hayward's "de facto" ISG)

Hayward's proxy ISG for the purpose of the Tier 2 Plan is 22.1 MGD.

## **San Jose and Santa Clara do not have an Individual Supply Guarantee**

During the term of the 1984 Settlement Agreement, San Francisco provided water to San Jose and Santa Clara on a temporary and interruptible basis, pursuant to SFPUC Resolution No. 85-0256. The SFPUC has contracted to supply a combined annual average of 9 MGD to San Jose and Santa Clara (4.5 MGD each) through 2028. The 9 MGD allocated to San Jose and Santa Clara is not included in the Supply Assurance. San Francisco will decide whether to make San Jose and Santa Clara permanent customers by December 31, 2028. (WSA, Sec. 4.05)

San Jose and Santa Clara's proxy ISG for the purpose of the Tier 2 Plan is 4.5 MGD each.



**Tier 2 Drought Implementation Plan**

**July 2024 Model Concept - Efficient Res Allocation + Non-Res Base Allocation + Seasonal Allocation + Base SFPUC Purchases/ISG-Based Allocation - Variable Base Year**

Model Set-up/Assumptions	
Allocation Year/Projection Year	FY24-25
Tier 1 Shortage Allocation (mgd)	114.20
Base Period SFPUC Purchases (mgd)	134.34
Overall Reduction from Base Period Required	-15.0%
SFPUC Maximum Cutback Factor	-22.5%
SFPUC Minimum Cutback Factor	-5.0%
Non-Residential Base Allocation %	92.5%
Step 5 Reserved % of Remaining Tier 1 Allocation (less Step 3 Reserved) after Step 2	50%
Unreserved % of Remaining Tier 1 Allocation (less Step 3 Reserved and Step 5 Reserved) After Step 2	50%
Seasonal Allocation %	7.9%
Step 5 ISG Weighting	33%
Step 5 Base SFPUC Purchases Weighting	67%
Residential Efficient Allocation (R-GPCD)	47.0
Adjustment % for SFPUC Minimum Cutback, if efficient residential allocation is greater than minimum cutback	95%
Effective Date for Model Run (update for testing only)	12/16/2024

Base Years	
Non-Drought Year 1	FY18-19
Non-Drought Year 2	FY19-20
Non-Drought Year 3	FY20-21

Error Message(s) (if applicable)

**Calculation Steps for July 2024 Model Concept:**

0. SFPUC Minimum Cutback
  - a. Calculate Minimum Cutback from Lesser of Base Period SFPUC Purchases and ISG (Lesser of Base Period SFPUC Purchases and ISG × [1+SFPUC Minimum Cutback Factor])
  - b. Calculate Efficient Residential Allocation (population × per capita allocation × % SFPUC reliance)
  - c. Determine if Minimum Cutback is greater than the Efficient Residential Allocation
  - d. If Efficient Residential Allocation is greater than the Minimum Cutback, an agency's cutback may be no less than 5%
1. Efficient Residential Allocation
  - a. Calculate Efficient Residential Allocation (population × per capita allocation)
  - b. Account for % SFPUC Reliance
  - c. Provide Efficient Residential Allocation
2. Non-Residential Base Allocation
  - a. Incorporate Estimated % Indoor Use (see glossary for definition and calculation of % Indoor Use)
  - b. Incorporate % Non-Residential Use
  - c. Calculate Non-Residential Base Allocation (% Indoor Use × % Non-Residential Use × Base Period SFPUC Purchases × Non-Residential Indoor Allocation %)
  - d. Add Non-Residential Base Allocation to the Step 1 Allocation
3. Calculate Potential SFPUC Maximum Cutback Need
  - a. Calculate SFPUC Maximum Cutback (Base Period SFPUC Purchases × [1+ SFPUC Maximum Cutback Factor])
  - b. Reserve the sum of the potential SFPUC Maximum Cutback need for Step 5 (Maximum Cutback Reserve)
4. Seasonal Allocation
  - a. Determine % Seasonal Use (1 - % Indoor Use)
  - b. Calculate seasonal SFPUC Purchases (Base Period SFPUC Purchases × % Seasonal Use)
  - c. Calculate Seasonal Allocation (seasonal SFPUC Purchases × Seasonal Allocation %)
  - d. Add the Seasonal Allocation to the Step 2 Allocation
5. Base Period/ISG-Based Allocation
  - a. Calculate weighted average of Base Period SFPUC Purchases and ISG, up to Minimum Cutback
  - b. Calculate Weighted Share of total Tier 1 Allocation to Wholesale Customers (agency weighted average Base Period SFPUC Purchases/ISG ÷ total Wholesale Customer weighted average × Tier 1 Allocation)
  - c. Calculate the gap between Step 4 allocation and the lesser of 1) weighted share, or 2) Minimum Cutback
  - d. Allocate remaining supplies, except Maximum Cutback Reserve, among agencies with a gap, proportionately to gap, up to the Minimum Cutback
  - e. Confirm allocation meets Maximum Cutback; allocate water from Maximum Cutback Reserve up to Maximum Cutback
  - f. Allocate remaining supplies among agencies with a gap, proportionately to gap, up to the Minimum Cutback

**Instructions:**

1. Adjust **aqua** cells in OVERVIEW tab to adjust model parameters. If there are errors in the inputs, an error message will appear in Columns E-F.
2. View allocation calculations and results in "Tier 2 Allocation" and "Agency Charts" tabs.

No water is allocated in this step  
Establishes the upper limit of each agency's final allocation

Relevant Base Period Data							0. Establish SFPUC Minimum Cutback					1. Efficient Residential Allocation					
Agency	Selected Base Year 1	Selected Base Year 2	Base Period SFPUC Purchases (mgd)	Base Period Reliance on SFPUC	ISG (mgd)	Total Potable Production (mgd)	Lesser of Base Period SFPUC Purchases and ISG (mgd)	SFPUC Minimum Cutback (mgd)	SFPUC Maximum Cutback (mgd)	Is efficient residential allocation greater than minimum cutback?	Adjusted SFPUC Minimum Cutback, if efficient residential allocation is greater than	0. Effective SFPUC Minimum Cutback (mgd)	Population	% Potable Demand Reliance on SFPUC	Allocation based on efficient residential indoor use (mgd)	Efficient Residential Allocation	1. Efficient Residential (mgd)
Alameda CWD	2021	2020	8.63	22%	13.76	39.32	8.63	8.20	6.69	<input type="checkbox"/>	8.20	8.20	344,000	22%	16.17	3.55	<b>3.55</b>
Brisbane	2019	2020	0.65	100%	0.98	0.65	0.65	0.62	0.50	<input type="checkbox"/>	0.62	0.62	4,851	100%	0.23	0.23	<b>0.23</b>
Burlingame	2020	2019	3.45	100%	5.23	3.45	3.45	3.28	2.67	<input type="checkbox"/>	3.28	3.28	31,080	100%	1.46	1.46	<b>1.46</b>
Coastside	2021	2019	1.69	94%	2.18	1.80	1.69	1.61	1.31	<input type="checkbox"/>	1.61	1.61	18,890	94%	0.89	0.83	<b>0.83</b>
CWS - Total	2021	2020	29.23	95%	35.68	30.62	29.23	27.77	22.66	<input type="checkbox"/>	27.77	27.77	262,704	95%	12.35	11.78	<b>11.78</b>
Daly City	2020	2019	3.84	64%	4.29	6.00	3.84	3.64	2.97	<input type="checkbox"/>	3.64	3.64	107,000	64%	5.03	3.22	<b>3.22</b>
East Palo Alto	2020	2019	1.57	100%	3.46	1.57	1.57	1.49	1.21	<input type="checkbox"/>	1.49	1.49	29,519	100%	1.39	1.39	<b>1.39</b>
Estero	2020	2021	4.32	100%	5.90	4.32	4.32	4.10	3.35	<input type="checkbox"/>	4.10	4.10	37,443	100%	1.76	1.76	<b>1.76</b>
Hayward	2021	2019	14.26	100%	22.10	14.26	14.26	13.55	11.06	<input type="checkbox"/>	13.55	13.55	159,800	100%	7.51	7.51	<b>7.51</b>
Hillsborough	2021	2020	2.66	100%	4.09	2.66	2.66	2.53	2.06	<input type="checkbox"/>	2.53	2.53	11,592	100%	0.54	0.54	<b>0.54</b>
Menlo Park	2019	2020	3.09	100%	4.46	3.09	3.09	2.94	2.40	<input type="checkbox"/>	2.94	2.94	20,319	100%	0.95	0.95	<b>0.95</b>
Mid-Peninsula	2020	2021	2.63	100%	3.89	2.63	2.63	2.50	2.04	<input type="checkbox"/>	2.50	2.50	30,159	100%	1.42	1.42	<b>1.42</b>
Millbrae	2019	2020	1.92	100%	3.15	1.92	1.92	1.83	1.49	<input type="checkbox"/>	1.83	1.83	20,666	100%	0.97	0.97	<b>0.97</b>
Milpitas	2020	2021	5.67	67%	9.23	8.49	5.67	5.39	4.40	<input type="checkbox"/>	5.39	5.39	81,067	67%	3.81	2.54	<b>2.54</b>
Mountain View	2021	2020	7.78	87%	12.46	8.90	7.78	7.40	6.03	<input type="checkbox"/>	7.40	7.40	81,501	87%	3.83	3.35	<b>3.35</b>
North Coast	2021	2020	2.39	100%	3.84	2.39	2.39	2.27	1.85	<input type="checkbox"/>	2.27	2.27	37,082	100%	1.74	1.74	<b>1.74</b>
Palo Alto	2021	2020	9.95	100%	16.58	9.95	9.95	9.45	7.71	<input type="checkbox"/>	9.45	9.45	68,624	100%	3.23	3.23	<b>3.23</b>
Purissima Hills	2021	2020	1.82	100%	1.62	1.82	1.62	1.54	1.26	<input type="checkbox"/>	1.54	1.54	7,350	100%	0.35	0.35	<b>0.35</b>
Redwood City	2020	2021	8.62	100%	10.93	8.62	8.62	8.19	6.68	<input type="checkbox"/>	8.19	8.19	90,928	100%	4.27	4.27	<b>4.27</b>
San Bruno	2020	2021	0.93	30%	3.25	3.09	0.93	0.89	0.72	<input type="checkbox"/>	0.89	0.89	43,910	30%	2.06	0.62	<b>0.62</b>
San Jose	2019	2020	4.27	99%	4.50	4.29	4.27	4.05	3.31	<input type="checkbox"/>	4.05	4.05	43,036	99%	2.02	2.01	<b>2.01</b>
Santa Clara	2020	2021	3.25	20%	4.50	16.27	3.25	3.09	2.52	<input type="checkbox"/>	3.09	3.09	132,476	20%	6.23	1.24	<b>1.24</b>
Stanford	2020	2019	1.43	100%	3.03	1.43	1.43	1.36	1.11	<input type="checkbox"/>	1.36	1.36	20,000	100%	0.94	0.94	<b>0.94</b>
Sunnyvale	2021	2020	9.47	54%	12.58	17.68	9.47	8.99	7.34	<input type="checkbox"/>	8.99	8.99	156,317	54%	7.35	3.93	<b>3.93</b>
Westborough	2020	2019	0.80	100%	1.32	0.80	0.80	0.76	0.62	<input type="checkbox"/>	0.76	0.76	13,486	100%	0.63	0.63	<b>0.63</b>
<b>Total</b>			<b>134.34</b>		<b>193.02</b>	<b>196.04</b>	<b>134.14</b>						<b>1,853,800</b>		<b>87.13</b>		<b>60.49</b>
<b>Allocated</b>																	<b>60.49</b>
<b>Unallocated</b>																	<b>53.71</b>
<b>Reserved</b>																	<b>0</b>

No water is allocated in this step  
Establishes the lower limit of an agency's final allocation and potential need is reserved for Step 5

Basis for Target Allocation (SFPUC Purchases / ISG weighting from OVERVIEW tab)

Target Allocation

First Iteration of Base Per Allocation

Agency	2. Non-Residential Base Allocation				3. SFPUC Maximum Cutback "Reserve"			4. Seasonal Allocation				5. Base SFPUC Purchases/ISG-Based Allocation with Minimum Cutback				
	Estimated % Indoor Use	% Non-Residential Use	Non-Residential Base Allocation (mgd)	2. Non-Residential Base Allocation (mgd)	SFPUC Maximum Cutback (mgd)2	Does Step 2 Allocation Meet SFPUC Maximum Cutback?	SFPUC Maximum Cutback Shortfall (mgd)	% Seasonal Use	Seasonal SFPUC Purchases (mgd)	Seasonal Allocation (mgd)	4. Seasonal Allocation (mgd)	Weighted Average of Base Period SFPUC Purchases (up to ISG) and ISG (mgd)	Weighted Share of Tier 1 Allocation (mgd)	Lesser of Weighted Share and Minimum Cutback Allocation (i.e., Target Allocation)	Target Allocation Based Gap (mgd)	Target Based Allocation 1 (mgd)
Alameda CWD	69%	41%	2.22	5.77	6.69	<input type="checkbox"/>	0.92	31%	2.71	0.22	5.99	10.33	7.68	7.68	1.69	0.31
Brisbane	66%	68%	0.27	0.50	0.50	<input type="checkbox"/>	0.01	34%	0.22	0.02	0.51	0.76	0.56	0.56	0.05	0.01
Burlingame	73%	40%	0.93	2.39	2.67	<input type="checkbox"/>	0.28	27%	0.93	0.07	2.46	4.04	3.00	3.00	0.54	0.10
Coastside	64%	46%	0.47	1.30	1.31	<input type="checkbox"/>	0.01	36%	0.60	0.05	1.35	1.85	1.38	1.38	0.03	0.01
CWS - Total	61%	30%	5.02	16.80	22.66	<input type="checkbox"/>	5.85	39%	11.26	0.89	17.69	31.36	23.32	23.32	5.62	1.05
Daly City	88%	23%	0.73	3.64	2.97	<input checked="" type="checkbox"/>	0.00	12%	0.46	0.04	3.64	3.99	2.96	2.96	0.00	0.00
East Palo Alto	79%	18%	0.21	1.49	1.21	<input checked="" type="checkbox"/>	0.00	21%	0.33	0.03	1.49	2.19	1.63	1.49	0.00	0.00
Estero	63%	45%	1.13	2.89	3.35	<input type="checkbox"/>	0.46	37%	1.58	0.13	3.01	4.84	3.60	3.60	0.59	0.11
Hayward	72%	45%	4.33	11.85	11.06	<input checked="" type="checkbox"/>	0.00	28%	3.95	0.31	12.16	16.85	12.53	12.53	0.37	0.07
Hillsborough	36%	9%	0.08	0.62	2.06	<input type="checkbox"/>	1.44	64%	1.70	0.14	0.76	3.13	2.33	2.33	1.57	0.29
Menlo Park	53%	63%	0.94	1.90	2.40	<input type="checkbox"/>	0.50	47%	1.47	0.12	2.01	3.54	2.63	2.63	0.62	0.12
Mid-Peninsula	68%	27%	0.45	1.87	2.04	<input type="checkbox"/>	0.18	32%	0.86	0.07	1.93	3.05	2.27	2.27	0.33	0.06
Millbrae	76%	36%	0.49	1.46	1.49	<input type="checkbox"/>	0.03	24%	0.46	0.04	1.49	2.33	1.73	1.73	0.24	0.04
Milpitas	78%	51%	2.08	4.62	4.40	<input checked="" type="checkbox"/>	0.00	22%	1.23	0.10	4.72	6.85	5.09	5.09	0.37	0.07
Mountain View	66%	43%	2.04	5.39	6.03	<input type="checkbox"/>	0.65	34%	2.64	0.21	5.60	9.33	6.94	6.94	1.34	0.25
North Coast	80%	24%	0.42	2.16	1.85	<input checked="" type="checkbox"/>	0.00	20%	0.48	0.04	2.20	2.87	2.13	2.13	0.00	0.00
Palo Alto	61%	38%	2.11	5.34	7.71	<input type="checkbox"/>	2.37	39%	3.90	0.31	5.65	12.14	9.03	9.03	3.38	0.63
Purissima Hills	38%	12%	0.07	0.42	1.26	<input type="checkbox"/>	0.84	62%	1.13	0.09	0.51	1.62	1.21	1.21	0.70	0.13
Redwood City	68%	34%	1.81	6.08	6.68	<input type="checkbox"/>	0.60	32%	2.80	0.22	6.31	9.38	6.98	6.98	0.67	0.13
San Bruno	78%	29%	0.20	0.82	0.72	<input checked="" type="checkbox"/>	0.00	22%	0.21	0.02	0.84	1.70	1.26	0.89	0.05	0.01
San Jose	69%	62%	1.68	3.69	3.31	<input checked="" type="checkbox"/>	0.00	31%	1.33	0.11	3.79	4.34	3.23	3.23	0.00	0.00
Santa Clara	73%	50%	1.10	2.35	2.52	<input type="checkbox"/>	0.17	27%	0.88	0.07	2.42	3.66	2.72	2.72	0.31	0.06
Stanford	63%	45%	0.38	1.32	1.11	<input checked="" type="checkbox"/>	0.00	37%	0.53	0.04	1.36	1.96	1.46	1.36	0.00	0.00
Sunnyvale	69%	42%	2.54	6.48	7.34	<input type="checkbox"/>	0.86	31%	2.98	0.24	6.71	10.49	7.80	7.80	1.09	0.20
Westborough	73%	26%	0.14	0.76	0.62	<input checked="" type="checkbox"/>	0.00	27%	0.22	0.02	0.76	0.97	0.72	0.72	0.00	0.00
<b>Total</b>			<b>31.83</b>	<b>91.90</b>	<b>103.98</b>		<b>15.18</b>		<b>44.87</b>	<b>3.56</b>	<b>95.38</b>	<b>153.57</b>	<b>114.20</b>	<b>113.58</b>	<b>19.56</b>	<b>3.64</b>
<b>Allocated</b>				<b>91.90</b>			<b>91.90</b>				<b>95.38</b>					
<b>Unallocated</b>				<b>22.30</b>			<b>22.30</b>				<b>18.82</b>					
<b>Reserved</b>				<b>0</b>			<b>15.18</b>				<b>15.18</b>					

Agency	iod/ISG-Based				Second Iteration of Base Period/ISG-Based Allocation			Third Iteration of Base Period/ISG-Based Allocation If all agencies meet their Target Allocation, remaining water is allocated up to Minimum Cutback				Final Allocation (mgd)	Cutback Percentage	Allocation Factor
	First Iteration of Target Based Allocation (mgd)	Does Step 5 Initial Allocation Meet SFPUC Maximum Cutback?	Maximum Cutback (mgd)	Initial Step 5 Allocation with Maximum Cutback (mgd)	Target Allocation Based Gap (mgd)3	Target Based Allocation 2 (mgd)	Second Iteration of Target Based Allocation (mgd)	Equal or Greater than Weighted Share/Minimum Cutback	Target Allocation Based Gap 3 (mgd)	Third Iteration of Target Based Allocation (mgd)	5. Weighted Share/ Maximum Cutback Based Allocation (mgd)			
Alameda CWD	6.30	<input type="checkbox"/>	0.39	6.69	0.99	0.88	7.57	<input type="checkbox"/>	0.11	0.00	7.57	7.57	12.3%	6.6%
Brisbane	0.52	<input checked="" type="checkbox"/>	0.00	0.52	0.04	0.04	0.56	<input type="checkbox"/>	0.00	0.00	0.56	0.56	13.8%	0.5%
Burlingame	2.56	<input type="checkbox"/>	0.11	2.67	0.33	0.29	2.97	<input type="checkbox"/>	0.04	0.00	2.97	2.97	14.0%	2.6%
Coastside	1.35	<input checked="" type="checkbox"/>	0.00	1.35	0.02	0.02	1.38	<input type="checkbox"/>	0.00	0.00	1.38	1.38	18.8%	1.2%
CWS - Total	18.74	<input type="checkbox"/>	3.91	22.66	0.66	0.59	23.24	<input type="checkbox"/>	0.07	0.00	23.24	23.24	20.5%	20.4%
Daly City	3.64	<input checked="" type="checkbox"/>	0.00	3.64	0.00	0.00	3.64	<input checked="" type="checkbox"/>	0.00	0.00	3.64	3.64	5.0%	3.2%
East Palo Alto	1.49	<input checked="" type="checkbox"/>	0.00	1.49	0.00	0.00	1.49	<input checked="" type="checkbox"/>	0.00	0.00	1.49	1.49	5.0%	1.3%
Estero	3.12	<input type="checkbox"/>	0.23	3.35	0.25	0.22	3.57	<input type="checkbox"/>	0.03	0.00	3.57	3.57	17.3%	3.1%
Hayward	12.23	<input checked="" type="checkbox"/>	0.00	12.23	0.30	0.27	12.50	<input type="checkbox"/>	0.03	0.00	12.50	12.50	12.4%	10.9%
Hillsborough	1.05	<input type="checkbox"/>	1.01	2.06	0.27	0.24	2.30	<input type="checkbox"/>	0.03	0.00	2.30	2.30	13.6%	2.0%
Menlo Park	2.13	<input type="checkbox"/>	0.27	2.40	0.24	0.21	2.61	<input type="checkbox"/>	0.03	0.00	2.61	2.61	15.7%	2.3%
Mid-Peninsula	2.00	<input type="checkbox"/>	0.05	2.04	0.23	0.20	2.24	<input type="checkbox"/>	0.03	0.00	2.24	2.24	14.9%	2.0%
Millbrae	1.54	<input checked="" type="checkbox"/>	0.00	1.54	0.19	0.17	1.71	<input type="checkbox"/>	0.02	0.00	1.71	1.71	11.1%	1.5%
Milpitas	4.79	<input checked="" type="checkbox"/>	0.00	4.79	0.30	0.27	5.06	<input type="checkbox"/>	0.03	0.00	5.06	5.06	10.8%	4.4%
Mountain View	5.85	<input type="checkbox"/>	0.19	6.03	0.90	0.80	6.84	<input type="checkbox"/>	0.10	0.00	6.84	6.84	12.2%	6.0%
North Coast	2.20	<input checked="" type="checkbox"/>	0.00	2.20	0.00	0.00	2.20	<input checked="" type="checkbox"/>	0.00	0.00	2.20	2.20	7.7%	1.9%
Palo Alto	6.28	<input type="checkbox"/>	1.44	7.71	1.31	1.17	8.88	<input type="checkbox"/>	0.15	0.00	8.88	8.88	10.8%	7.8%
Purissima Hills	0.64	<input type="checkbox"/>	0.62	1.26	0.00	0.00	1.26	<input checked="" type="checkbox"/>	0.00	0.00	1.26	1.26	30.9%	1.1%
Redwood City	6.43	<input type="checkbox"/>	0.25	6.68	0.29	0.26	6.95	<input type="checkbox"/>	0.03	0.00	6.95	6.95	19.5%	6.1%
San Bruno	0.85	<input checked="" type="checkbox"/>	0.00	0.85	0.04	0.04	0.88	<input type="checkbox"/>	0.00	0.00	0.88	0.88	5.5%	0.8%
San Jose	3.79	<input checked="" type="checkbox"/>	0.00	3.79	0.00	0.00	3.79	<input checked="" type="checkbox"/>	0.00	0.00	3.79	3.79	11.1%	3.3%
Santa Clara	2.47	<input type="checkbox"/>	0.05	2.52	0.20	0.18	2.70	<input type="checkbox"/>	0.02	0.00	2.70	2.70	16.9%	2.4%
Stanford	1.36	<input checked="" type="checkbox"/>	0.00	1.36	0.00	0.00	1.36	<input checked="" type="checkbox"/>	0.00	0.00	1.36	1.36	5.0%	1.2%
Sunnyvale	6.92	<input type="checkbox"/>	0.42	7.34	0.47	0.41	7.75	<input type="checkbox"/>	0.05	0.00	7.75	7.75	18.1%	6.8%
Westborough	0.76	<input checked="" type="checkbox"/>	0.00	0.76	0.00	0.00	0.76	<input checked="" type="checkbox"/>	0.00	0.00	0.76	0.76	5.0%	0.7%
<b>Total</b>	<b>99.02</b>		<b>8.92</b>	<b>107.95</b>	<b>7.04</b>	<b>6.25</b>	<b>114.20</b>		<b>0.79</b>	<b>0.00</b>	<b>114.20</b>	<b>114.20</b>		
<b>Allocated</b>	<b>99.02</b>			<b>107.95</b>			<b>114.20</b>				<b>114.20</b>			
<b>Unallocated</b>	<b>0.00</b>			<b>6.25</b>			<b>0.00</b>				<b>0.00</b>			
<b>Reserved</b>	<b>15.18</b>			<b>0.00</b>			<b>0.00</b>				<b>0.00</b>			

*Instructions: Copy/paste the table below into the "Historical Saves" tab, columns A through F.*

Agency	Agency	Allocation Year (FY)	Allocation Year (integer)	Final Allocation (mgd)	Cutback Percentage	Allocation Factor
Alameda CWD	Alameda CWD	FY24-25	2025	7.57	12%	7%
Brisbane	Brisbane	FY24-25	2025	0.56	14%	0%
Burlingame	Burlingame	FY24-25	2025	2.97	14%	3%
Coastside	Coastside	FY24-25	2025	1.38	19%	1%
CWS - Total	CWS - Total	FY24-25	2025	23.24	20%	20%
Daly City	Daly City	FY24-25	2025	3.64	5%	3%
East Palo Alto	East Palo Alto	FY24-25	2025	1.49	5%	1%
Estero	Estero	FY24-25	2025	3.57	17%	3%
Hayward	Hayward	FY24-25	2025	12.50	12%	11%
Hillsborough	Hillsborough	FY24-25	2025	2.30	14%	2%
Menlo Park	Menlo Park	FY24-25	2025	2.61	16%	2%
Mid-Peninsula	Mid-Peninsula	FY24-25	2025	2.24	15%	2%
Millbrae	Millbrae	FY24-25	2025	1.71	11%	1%
Milpitas	Milpitas	FY24-25	2025	5.06	11%	4%
Mountain View	Mountain View	FY24-25	2025	6.84	12%	6%
North Coast	North Coast	FY24-25	2025	2.20	8%	2%
Palo Alto	Palo Alto	FY24-25	2025	8.88	11%	8%
Purissima Hills	Purissima Hills	FY24-25	2025	1.26	31%	1%
Redwood City	Redwood City	FY24-25	2025	6.95	19%	6%
San Bruno	San Bruno	FY24-25	2025	0.88	5%	1%
San Jose	San Jose	FY24-25	2025	3.79	11%	3%
Santa Clara	Santa Clara	FY24-25	2025	2.70	17%	2%
Stanford	Stanford	FY24-25	2025	1.36	5%	1%
Sunnyvale	Sunnyvale	FY24-25	2025	7.75	18%	7%
Westborough	Westborough	FY24-25	2025	0.76	5%	1%
<b>Total</b>						
<b>Allocated</b>						
<b>Unallocated</b>						
<b>Reserved</b>						

*Instructions: Copy/paste the table below into the "Historical Saves" tab, columns A through F.*

Input Category	Value	Allocation Year (FY)	Allocation Year (integer)
Allocation Year/Projection Year	FY24-25	FY24-25	2025
Tier 1 Shortage Allocation (mgd)	114.20	FY24-25	2025
Overall Reduction from Base Period Required	-15%	FY24-25	2025
SFPUC Maximum Cutback Factor	-22%	FY24-25	2025
SFPUC Minimum Cutback Factor	-5%	FY24-25	2025
Non-Residential Base Allocation %	93%	FY24-25	2025
Step 5 Reserved % of Remaining Tier 1 Allocation (less Step	50%	FY24-25	2025
Unreserved % of Remaining Tier 1 Allocation (less Step 3	50%	FY24-25	2025
Seasonal Allocation %	8%	FY24-25	2025
Step 5 ISG Weighting	33%	FY24-25	2025
Step 5 Base SFPUC Purchases Weighting	67%	FY24-25	2025
Residential Efficient Allocation (R-GPCD)	47.0	FY24-25	2025
Adjustment % for SFPUC Minimum Cutback, if efficient	95%	FY24-25	2025

# Proposed Water Supply Agreement (WSA) Contract Amendment

## Regarding the Minimum Purchase Quantity (MPQ)

December 2024



### What is the Minimum Purchase Requirement?

As early as the 1960s, four agencies with access to sources of supply not available to either San Francisco or the other Wholesale Customers were required to purchase a “minimum annual quantity of water” from the San Francisco Regional Water System (RWS).

The Minimum Purchase requirement guarantees an ongoing financial stake in the RWS and provides year-to-year financial stability for the RWS.

To encourage water conservation during droughts, MPQs are waived.

### Why is the Minimum Purchase Amendment Needed?

The Minimum Purchase Quantities (MPQs) are no longer achieving their intended purpose given today’s conditions.

- Droughts, investments in water use efficiency, and development of local supplies have reduced demand on the RWS.
- The RWS is currently subject to severe drought and the SFPUC is investigating alternatives.
- MPQ agencies are well situated to develop local, drought resilient supplies, which improves reliability of the RWS for all users.
- Current MPQs disincentivize investments in local supplies.

### Policy Considerations Driving the Minimum Purchase Amendment

- Acknowledge MPQ agencies' efforts toward permanent conservation and recycled water, while protecting the RWS from supply shifting based on cost.
- Reflect a realistic demand recovery period after droughts.
- Ensure cost impacts are shared between SF Retail and Wholesale Customers.
- Establish a process to prevent the current issues from recurring.

### Proposed Amendment

The proposed amendment has three components:

#### 1. MPQ Reset

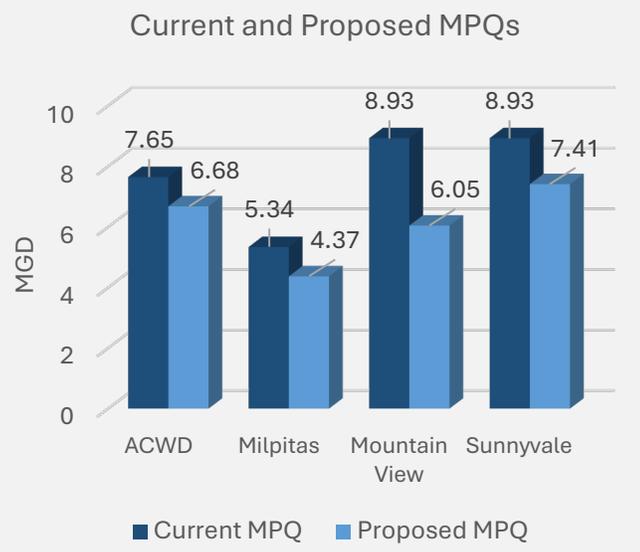
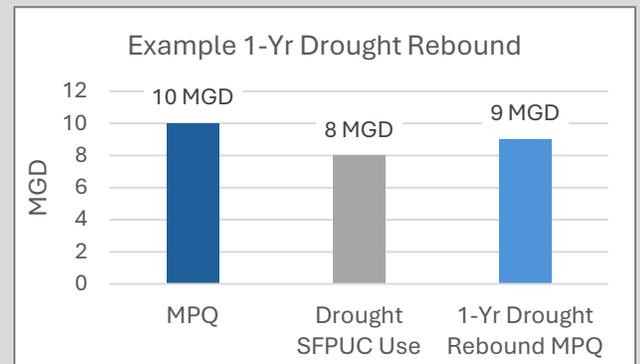
- MPQ reset at 80% of average SFPUC use from previous four non-drought years.
- Review every 10 years.

#### 2. MPQ Family Plan

- Imputed sales will only be applied if the Minimum Purchase Agencies collectively use less than the sum of MPQ.

#### 3. Drought Rebound

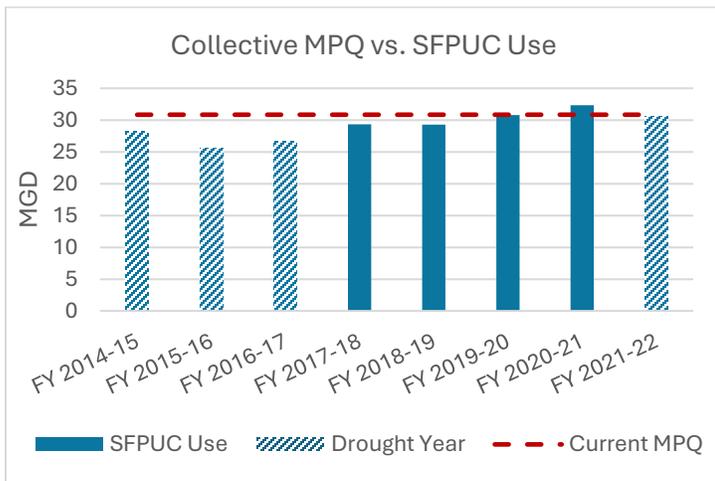
- One-year drought rebound MPQ set at the mid-point between drought use and MPQ.



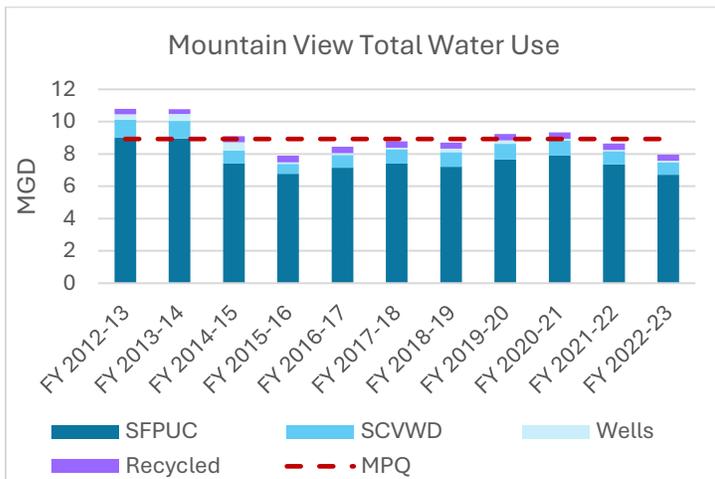
## How does the Minimum Purchase Agencies' SFPUC use today compare to MPQs set in the 1980s?

Long-term investments in recycled water and water use efficiency have lowered demand on the RWS. Reductions in water use in response to SFPUC and state mandates for wise water use during droughts often persist for several years after restrictions are lifted. While MPQs are waived during droughts, they are reinstated immediately afterward, even though demand may take several years to rebound to pre-drought levels.

During the four non-drought years between the 2015-17 and the 2021-23 drought, the Minimum Purchase Agencies' collectively RWS purchases were at or below the total MPQ in all but one year.



More specifically, Mountain View's total water use from all potable supplies was below its MPQ in eight of the last 11 years (i.e., Mountain View doesn't have the demand in its service area to use the minimum amount of water it's required to purchase from the RWS).



## What are the key Protections for the Wholesale Customer Provided by the Proposed Amendment?

### Maintains purpose of the Minimum Purchase requirement:

- Ensures that Minimum Purchase Agencies don't shift purchases away from the RWS.

### Improves the reliability of the RWS for all users:

- Allows Minimum Purchase Agencies to develop local supplies, reducing demand on the RWS.
- Extends duration that the 184 MGD Supply Assurance will meet Wholesale Customer demand.
- Cost shared proportionately between San Francisco and Wholesale Customers.

### Enhances future stability of the WSA:

- Aligns intent of different sections of the WSA regarding development of local supplies while maintaining financial stability of the RWS.

## What are the impacts to the WSA?

### Cost Analysis

Given proportional allocation of costs based on purchases from the RWS, future analysis is imprecise (i.e., unit cost of water is based on variables that are hard to predict, such as total purchases).

Based on historical analysis, the cost increase of the amendment, in non-drought years, may be between \$0.007 to \$0.040 per ccf (0.13% to 0.72%). There is no impact in drought years.

### Benefits Analysis

Removes barrier for MPQ agencies to develop drought-resistant local supplies, which improves reliability of the RWS and benefits all RWS users.

Ensures agencies are not charged for unused water.

## Why is this Minimum Purchase amendment moving forward with the Tier 2 Plan?

The updated Tier 2 Plan imposes higher drought cutbacks on Minimum Purchase Agencies, further reducing RWS use below their MPQs and increasing the risk of paying for unused water once the drought restrictions are lifted. The proposed WSA amendment addresses this issue and other long-standing concerns raised by the Minimum Purchase Agencies.

# Tier 1 and Tier 2 Drought Allocation Plans

December 2024



## Application and Adoption of the Tier 1 and Tier 2 Plans

The Tier 1 and Tier 2 Plans only apply during system-wide water shortages caused by **drought of 20% or less**.

The Tier 1 Plan is contained in the Water Supply Agreement between San Francisco and the Wholesale Customers (WSA).

**Changes to the Tier 1 Plan require an amendment to the WSA.**

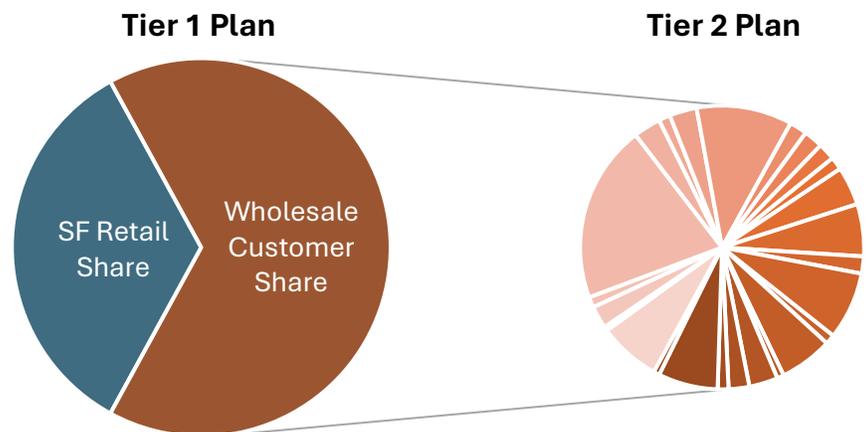
The existing Tier 2 Plan was adopted in 2011 and set to expire in 2018. Since 2018, the BAWSCA Board has annually extended the existing Tier 2 Plan while the Wholesale Customers developed a revised Tier 2 Plan.

**The Tier 2 Plan must be unanimously adopted by the 26 Wholesale Customers.** Under the WSA, San Francisco must provide allocations of water unanimously agreed to by all Wholesale Customers or adopted by the BAWSCA Board. *(WSA Section 3.11.C)* If a Tier 2 Plan is not adopted by the BAWSCA Board, San Francisco may make a final allocation decision.

## Droughts on the San Francisco Regional Water System (RWS) are governed by two plans:

The **Tier 1 Plan** allocates RWS water between San Francisco retail customers and the Wholesale Customers collectively.

The **Tier 2 Plan** is the method for allocating the Wholesale Customers' share of RWS supply among the 26 Wholesale Customers.



## Tier 1 and 2 Plan Implementation

Following declaration of a water shortage emergency by the San Francisco Public Utilities Commission (SFPUC), the SFPUC calculates the Tier 1 allocations. Then BAWSCA calculates each Wholesale Customer's individual allocation by applying the methodology in the Tier 2 Plan.

For the duration of the water shortage emergency, the SFPUC provides monthly reports to Wholesale Customers and BAWSCA, tracking actual water usage against drought allocations and detailing any transfers of shortage allocations or banked water among agencies.

The Tier 1 and Tier 2 Plans were implemented for the first time ever during the 2021-23 drought.

# Tier 1 Shortage Allocation Plan Update

The Tier 1 Shortage Allocation Plan (Tier 1 Plan) allocates RWS supplies between San Francisco retail customers and the Wholesale Customers collectively and outlines the administrative process for drought allocations, including timelines, transfers of shortage allocations, and excess use charges.

San Francisco and the Wholesale Customers agreed to amend the Tier 1 Plan to include a new Tier 1 Excess Use Charge Family Plan (described below).

## Tier 1 Excess Use Charge Family Plan

Excess use charges are only applied when the collective Wholesale Customer usage exceeds the Tier 1 allocation. If this occurs, excess use charges will be proportionally applied to agencies that exceeded their individual Tier 2 allocations.

## Updated Tier 2 Drought Response and Implementation Plan

In early 2022, BAWSCA and Wholesale Customers began negotiating a Tier 2 Drought Response Implementation Plan (Tier 2 Plan) update. Lead negotiators appointed by each agency established four policy principles (listed below). Through mid-2024, the lead negotiators assessed various methods for allocating RWS drought supplies to align with these policy principles until they agreed on a final methodology.

### Policy Principles

- #1:** Provide sufficient water for the basic health and safety needs of customers.
- #2:** Minimize economic and other adverse impacts of water shortages on customers and the BAWSCA region.
- #3:** Provide predictability of drought allocations through consistent and predetermined rules for calculation, while allowing for flexibility to respond to unforeseen circumstances.
- #4:** Recognize benefits of, and avoid disincentives for, water use efficiency and development of alternative water supply projects.

### Tier 2 Plan Term

The Tier 2 Plan term is coordinated with the term of the WSA to avoid simultaneous renegotiation of these related agreements.

### Negotiated Tier 2 Plan Allocation Formula

Allocations are determined using multiple factors:

- **Minimum and Maximum Cutbacks:** Establishes the upper and lower bounds of each Wholesale Customer's final allocation.
- **Residential Per Capita Basis:** Allocates water on a residential per capita basis, based on the portion of each agency's potable water demand met by the RWS.
- **Non-Residential Base Use:** Allocates water based on each agency's estimated non-residential indoor (base) use.
- **Seasonal Purchases:** Allocates water based on estimated seasonal use from the RWS.
- **Base Purchases/Individual Supply Guarantee (ISG) Weighted Share:** Remaining water is allocated based on a weighted share of 2/3 of RWS purchases and 1/3 of ISG.



## Agenda Report

25-572

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on an Option Agreement for an Amendment to Ground Lease and Property Use Agreement Between the City of San José, the City of Santa Clara and Santa Clara Valley Water District to Allow for the Development of a Direct Potable Reuse Demonstration Facility

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure and Promote Sustainability and Environmental Protection

#### EXECUTIVE SUMMARY

Approval of this recommendation would enable the Santa Clara Valley Water District (“Valley Water”) to secure an option for an Amendment to the Ground Lease and Property Use Agreement for the construction of a direct potable reuse demonstration facility following satisfaction of certain conditions including environmental review and execution of related amendments to agreements for cost sharing, and operation and maintenance.

#### BACKGROUND

The City of San José and City of Santa Clara (“Cities”) and Valley Water have historically collaborated to expand recycled water and augment the local water supply in the county. The Cities and Valley Water partnered on the construction of the Silicon Valley Advanced Water Purification Center (“SVAWPC”, more commonly known as the Advanced Water Purification Center, “AWTF”), an advanced wastewater treatment facility producing up to eight million gallons per day of purified water that is blended with treated effluent from the San José/Santa Clara Regional Wastewater Facility (“RWF”) to enhance recycled water quality distributed by the South Bay Water Recycling Program (“SBWR”). The Cities of San José and Santa Clara are co-owners of the land surrounding the RWF, and the City of San José serves as the administering agency for the RWF.

On March 2, 2010, the City of San José and Valley Water entered into a Ground Lease and Property Use Agreement (“Ground Lease”) and the Recycled Water Facilities and Programs Integration Agreement (“Integration Agreement”). The Ground Lease provided for Valley Water to construct and operate the AWTF on RWF premises and the Integration Agreement established a cost-sharing methodology between the parties to offset the cost of operating the AWTF. On October 23, 2012, the City of San José and Valley Water executed an Operation and Maintenance Agreement for the AWTF (“O&M Agreement”).

In 2023, the Cities and Valley Water executed a letter of intent to collaborate on the expansion of recycled and purified water in the county. Mutual goals were agreed upon by the Cities and Valley Water that include:

- Improvement of water supply reliability in the County
- Meeting each party's respective shared water supply needs
- Support the production of recycled water
- Ensure that recycled water projects are ready to take advantage of current and future state and federal funding opportunities
- Develop water reuse projects ready to take in a way that protects groundwater quality
- Consider feedback from the Treatment Plant Advisory Committee that includes San José, Santa Clara, the City of Milpitas, the Cupertino Sanitary District, the West Valley Sanitation District, the Burbank Sanitary District, and the County Sanitation District 2-3.

The Cities and Valley Water have discussed the importance of supporting long-term water supply augmentation for the Cities as it relates to the new Purified Water Project. As part of developing the necessary agreements for a full-scale Purified Water Project, Valley Water support for Cities securing long-term water supply from San Francisco Public Utilities Commission ("SFPUC") will be critical to prevent shifting this water demand to other Valley Water supplies.

Valley Water's Board of Directors and the City of San José's Council also confirmed, in 2023, their commitment to:

- Support a joint water reuse program to meet local water supply needs.
- Support the development of a feasibility study, demonstration facility, and institutional agreements, including lease and wastewater availability agreements.
- Support a coordinated public outreach program.

In 2024, the Cities and Valley Water entered into a Master Funding Agreement to provide for funding of Cities staff and other resources to support implementation of Valley Water's projects including negotiation of agreements related to a purified water demonstration facility and visitors center, technical assistance, and regulatory coordination regarding reverse osmosis concentrate management and disposal.

Valley Water seeks to evaluate the feasibility of purifying treated municipal wastewater for direct potable reuse ("DPR") as a strategy to combat future droughts that are expected to be more frequent and more severe due to climate change. Before Valley Water can build a larger permanent DPR facility, they would construct and operate a demonstration facility to inform the eventual design and operation of a larger, full-scale, permanent DPR facility to comply with state regulations. The proposed DPR demonstration facility ("DPRDF") would include a visitor learning center for tours, education, outreach, and to garner public support. The DPRDF project could help the region to meet local water supply goals, including the goal to meet at least ten percent (10%) of the water demand in Santa Clara County through recycled and purified water.

## **DISCUSSION**

The proposed Option Agreement for an Amendment to the Ground Lease ("Option Agreement") would allow for the implementation of the DPRDF project at the RWF site. The City of Santa Clara, as co-owner of the RWF, also needs to review and approve the proposed Option Agreement. After meeting and conferring with the City of Santa Clara (upon request), the City of San Jose has the sole authority as to whether or not to exercise the option; however, they can only do so upon the completion of the CEQA process for the DPRDF project.

The proposed Ground Lease amendment will update the footprint of Valley Water's AWTF lease to account for the construction and operation of the DPRDF. Concurrently, a future Microsoft development may require expansion of the North Access Road, which would require a portion of the land currently included in Valley Water's footprint for the AWTF. Valley Water and Microsoft are negotiating the terms for relocation of the AWTF Visitor Center and related utilities as consideration for Valley Water agreeing to amend the footprint. The proposed Ground Lease will allow for modification of the footprint to either keep the AWTF Visitor Center in its current location, or an alternative footprint to allow for expansion of the North Access Road and relocation.

In addition, the exercise of the option is conditioned on execution of the proposed amendments to the O&M Agreement and Integration Agreement. The proposed amended and restated O&M Agreement would update the operational obligations of the Cities and Valley Water to account for the production and treatment of the direct potable reuse water. Valley Water would treat up to 0.5 million gallons per day ("mgd") of their allotted 12 mgd of secondary effluent that they currently receive from the RWF for processing into potable water. Valley Water may reserve up to ten percent (10%) of the treated direct potable reuse water for bottling, education, and outreach purposes; and the remainder will be blended with tertiary effluent for SBWR distribution. Finally, this amendment adds the DPRDF onto all existing operation and maintenance procedures for the AWTF, to ensure any wastewater discharge, sampling and monitoring, and documenting and reporting obligations apply to both facilities.

The proposed Integration Agreement amendment would reset the cost-sharing methodology between the Cities and Valley Water, to account for a projected increase in future revenues from the sale of recycled water due to increase in wholesale water rates. When the Integration Agreement was first contemplated, the methodology for cost-sharing was intended to offset the cost to operate the AWTF. With the increase in potential recycled water revenues, the Cities and Valley Water will be able to fully offset the cost of operation on or about 2030 through a formula that will distribute the net revenues in a manner equitable to each agencies' respective investment in the SBWR system. All amendments would extend the original term from 2050 to 2065.

Santa Clara City Council Approval is necessary for real estate agreements affecting the Regional Water Facility, such as the proposed Option Agreement for an Amendment to Ground Lease and Property Use Agreement. The related agreements described above (the O&M Agreement and Integration Agreement) will be executed by the City of San Jose, as the administering agency for the RWF.

Staff will return to City Council for consideration of the environmental review under CEQA. Updates will be provided to Council at major project milestones via Information Memorandums or through other appropriate means.

### **ENVIRONMENTAL REVIEW**

The action being considered, an Option Agreement and related approvals, is a preliminary agreement conditioned on future compliance with the California Environmental Quality Act ("CEQA"). Pursuant to CEQA Guidelines section 15004(b), a preliminary agreement such as an Option Agreement that does not bind any party prior to CEQA compliance is not subject to CEQA review.

### **FISCAL IMPACT**

There is no fiscal impact associated with the preparation of this report or amendments to the Ground Lease Agreement, O&M Agreement, and Integration Agreement. Expenses due to staff time will be

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eligible for reimbursement by Valley Water under the terms of Santa Clara's existing master agreement with Valley Water and will result in no net impact to the Water and Sewer Enterprise Utility Funds.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Authorize the City Manager or their designee to negotiate and execute the Option Agreement for First Amendment to Ground Lease and Property Use Agreement to allow for the implementation by Santa Clara Valley Water District of a proposed direct potable reuse demonstration facility on the terms presented in a final form approved by the City Attorney.

Reviewed by: Gary Welling, Water and Sewer Utilities

Reviewed by: John Ramirez, Director, Water and Sewer Utilities

Approved by: Jovan Grogan, City Manager

### **ATTACHMENTS**

1. Option Agreement for First Amendment to Ground Lease and Property Use Agreement and Nonexclusive Utility Easement Between the City of San José and Santa Clara Valley Water.
2. Draft First Amendment to Ground Lease and Property Use Agreement Between the City of San José and the Santa Clara Valley Water District for Advanced Water Treatment Facility.
3. Draft First Amended and Restated Agreement Between the City of San José and the Santa Clara Valley Water District for Operation and Maintenance of the Silicon Valley Advanced Water Purification Center
4. Draft First Amendment to Recycled Water Facilities and Programs Integration Agreement Between the City of San José and the Santa Clara Valley Water District.

**OPTION AGREEMENT  
FOR  
FIRST AMENDMENT TO  
GROUND LEASE AND PROPERTY USE AGREEMENT**

This Option Agreement for First Amendment to Ground Lease and Property Use Agreement (the “**Agreement**”) is effective the date fully executed (“**Effective Date**”) by and between the City of San José, a municipal corporation (“**San Jose**”) and City of Santa Clara, a municipal corporation (“**Santa Clara**” and with San Jose, the “**Owners**”) and the Santa Clara Valley Water District, a California Special District (“**Valley Water**”). Owners and Valley Water are referred to herein collectively as “**Parties**” or individually as “**Party**.”

**RECITALS**

**A.** Owners are co-owners of that certain real property and improvements located at the east side of Zanker Road, north of State Route 237, in the City of San Jose, as more particularly depicted on Exhibit A attached hereto and made a part hereof (the “**Property**”).

**B.** San Jose is the administering agency for the San Jose/Santa Clara Water Pollution Control Plant (more commonly known as Regional Wastewater Facility or RWF), which encompasses the wastewater treatment facility and the Property.

**C.** San Jose and Valley Water previously executed (i) a Ground Lease and Property Use Agreement dated March 2, 2010, and effective July 1, 2010, for a portion of the Property (the “**Lease**”); (ii) the Agreement for Operation and Maintenance of the Silicon Valley Advanced Water Distribution Center, dated October 23, 2012 (the “**O&M Agreement**”); and (iii) the Recycled Water Facilities and Program Integration Agreement, dated March 10, 2010, and effective July 1, 2010 (the “**Integration Agreement**”).

**D.** Valley Water is considering a proposed project for the construction and operation of a direct potable reuse demonstration facility for the production of purified water and an associated learning center (the “**Project**”) and has identified portions of the Property as a preferred site for review under the California Environmental Quality Act of 1970, as amended (“**CEQA**”).

**E.** Valley Water has requested and Owners have agreed to grant Valley Water an exclusive option to amend the Lease to modify the leased area to include approximately 94,740 square feet of ground space (the “**Premises**”), as more particularly described in Exhibit B, attached hereto and incorporated herein by reference upon the terms and conditions set forth in this Agreement.

**F.** Valley Water will be conducting environmental review for the Project as lead agency under CEQA. Entry into this Agreement shall not constitute any pre-approval of the Project by the Parties, does not commit the Parties to a definite course of action with regard to the Project, and shall in no way restrict the Parties’ exercise of their respective jurisdiction under CEQA following such environmental review including (i) considering other feasible alternatives and mitigation measures to avoid or minimize project impacts, (ii) making modifications deemed

necessary to reduce project impacts, or (iii) determining not to proceed with one or more components of the Project including accepting a no-project alternative.

**G.** Satisfaction of contingencies to the exercise of this Agreement shall in no way obligate Valley Water to exercise its option under this Agreement and shall not limit its exercise of discretion in any way.

**NOW, THEREFORE,** in consideration of the terms and conditions contained in this Agreement and for good and valuable consideration, the receipt and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

**1. Grant of Option.** Subject to the terms and conditions of this Agreement, Owners hereby grant to Valley Water the exclusive option (the “**Option**”) to amend the Lease to include the Premises and construct and operate the proposed Project on the terms and conditions set forth in the First Amendment to Ground Lease and Property Use Agreement attached hereto as Exhibit C (the “**Amended Lease**”).

**2. Option Consideration.** As consideration for the Option, Valley Water agrees to pay Owners, the sum of \$10.00, which Valley Water shall deliver to San Jose within 10 days from the Effective Date.

**3. Term of Option.**

a. The “**Term**” of the Option shall begin on the Effective Date and shall automatically expire on the earliest to occur of (i) the date that is three (3) years from the Effective Date, unless the Term is extended as provided below in this Section 3, (ii) the date on which Valley Water has delivered to Owners written notice of the termination of this Agreement, and (iii) the Closing Date (as defined in Section 6 below).

b. Notwithstanding the foregoing, if all of the Option Conditions (as defined in Section 4 below) and the Valley Water Conditions Precedent (as defined in Section 7 below) have not been satisfied prior to the initially scheduled Term expiration date, the Parties may mutually agree to extend the Term for an additional period of one (1) year.

**4. Option Conditions.** The following conditions must be satisfied before Valley Water may exercise the Option (the “**Option Conditions**”):

a. **Compliance with CEQA.**

(i) Completion of environmental review for the Project to the extent required under CEQA and the satisfaction of the obligations with respect thereto; and

(ii) Approval of CEQA determinations by Valley Water Board of Directors as lead agency, the San Jose City Council for San Jose as a responsible agency, and the Santa Clara City Council for Santa Clara as a responsible agency.

b. **Approval of Plans for Project.** Valley Water shall have received necessary approvals for the plans and specifications for the Project.

c. **Integration Agreement.** San Jose and Valley Water shall have executed the First Amendment to Recycled Water Facilities and Programs Integration Agreement, in the form attached hereto as Exhibit D (the “**Amended Integration Agreement**”), before or concurrently with Valley Water’s exercise of the Option.

d. **O&M Agreement.** San Jose and Valley Water shall have executed the Amended and Restated Operations and Maintenance Agreement, in the form attached hereto as Exhibit E (the “**Amended O&M Agreement**”), before or concurrently with Valley Water’s exercise of the Option.

**5. Meet and Confer for Amendment.** The Parties acknowledge that prior to Valley Water’s exercise of the Option, as a result of the planning process or environmental review for the Project, either Party may provide written notice to the other of its request to amend this Agreement for purposes of amending the Amended Lease, the Amended O&M Agreement, and the Amended Integration Agreement; and the Parties shall reasonably meet and confer with respect to the proposed amendments.

**6. Exercise of Option.** Valley Water shall have the right to exercise the Option or terminate the Option at any time during the Term. If Valley Water desires to exercise the Option, Valley Water must deliver on or before the expiration of the Term (as the same may be extended), written notice to Owners (the “**Option Exercise Notice**”) stating that the Option Conditions have been satisfied and that Valley Water is exercising the Option and proceeding with the Closing (as defined below). If Valley Water delivers the Option Exercise Notice to Owners on or before the expiration of the Term, Owners shall thereupon become obligated to consummate the Closing (subject to the covenants and conditions set forth in this Agreement).

**7. Closing.** Unless otherwise mutually agreed by Owners and Valley Water, and provided that all conditions contained in this Agreement are satisfied or waived, the closing for the Amended Lease (the “**Closing**”) shall occur on the date (the “**Closing Date**”) specified in Valley Water’s Option Exercise Notice. On or before the Closing Date, Valley Water shall execute and deliver the Amended Integration Agreement and Amended O&M Agreement to San Jose and the Amended Lease to the Owners. No later than the Closing Date, San Jose shall execute the Amended Integration Agreement and Amended O&M Agreement and the Owners shall execute the Amended Lease. The Closing may be conducted electronically and the Parties may execute the agreements with digital signatures in accordance with Government Code section 16.5.

## **8. Conditions Precedent to Closing**

a. **Conditions Precedent to Valley Water’s Obligation to Close.** After Valley Water delivers the Option Exercise Notice to Owner, Valley Water’s obligation to consummate the Closing is subject to satisfaction on or before the Closing Date (as the same may be extended) of the following conditions (the “**Valley Water Conditions Precedent**”), any of which may be waived in writing by Valley Water, in Valley Water’s sole and absolute discretion.

(i) **Title Insurance.** A title company shall be prepared to issue to Valley Water at the Closing an ALTA 2006 extended coverage leasehold owner’s policy of title insurance by an issuer acceptable to Valley Water in an amount specified by Valley Water insuring

Valley Water's leasehold interest in the Premises under the Amended Lease, subject only to the Permitted Exceptions (as defined in Section 9 below), and with such additional endorsements as Valley Water may reasonably request. Valley Water shall pay for its own title insurance policy covering its leasehold interest under the Amended Lease.

(ii) **Covenants, Representations and Warranties.** Owners shall not be in material breach of any of covenants, representations, and warranties Owners have made in this Agreement. All representations and warranties of Owners set forth in this Agreement shall be true and correct in all material respects as if made on the Closing Date.

b. **Failure of a Condition.** If any of the foregoing conditions precedent has not been satisfied on or before the Closing Date, then Valley Water may give written notice to the Owners of the condition or conditions that are not satisfied. If the conditions specified in such notice are not satisfied within ten (10) business days after receipt of such notice (or by the Closing Date, if earlier), then Valley Water may terminate this Agreement by written notice to the Owners, whereupon neither Party shall have any further rights or obligations hereunder (other than any obligations of the Parties that expressly survive termination).

## **9. Due Diligence; Approvals; Title**

a. **License to Enter and Perform Inspections.** Valley Water's access to the Premises shall be governed by the Right of Entry dated August 21, 2024. Valley Water shall pay for all costs associated with Valley Water's due diligence studies and investigations of the Premises during the Term.

b. **Right to Pursue Approvals.** Valley Water may, during the Term, to seek approvals, entitlements and financing for the Project, to submit applications, make appearances at hearings, negotiate contracts and other agreements, and otherwise take actions in furtherance of such Project, provided that no such approvals, entitlements, financing, applications or contracts shall be binding on Owners or the Premises if Valley Water does not exercise the Option. Owners shall reasonably cooperate with Valley Water in seeking such approvals, entitlements, and financing, provided that Owners shall not be required to incur any out-of-pocket costs or expenses.

c. **Title.** Following the Effective Date, Valley Water may obtain a preliminary title report and, at its election, a survey, for the Premises. Valley Water shall have the right to object to title exceptions and other title matters identified in the preliminary title report and survey (if a survey is obtained). If Owners do not remove such objectionable items, Valley Water shall have the right, at its election, to terminate the Option or waive its objection to the items Owners were not able to remove. Owners shall deliver the Premises to Valley Water at Closing subject only to such title exceptions as Valley Water shall approve in writing (the "**Permitted Exceptions**").

**10. No Encumbrances.** During the Term, Owners will not convey any interest in the Premises to any party or otherwise encumber the Premises without the prior written consent of Valley Water. The foregoing restriction shall apply to, but is not limited to, any lease or license of the Premises. Owners will be responsible, at their expense, for delivering the Premises to Valley Water free and clear of all tenants, licensee, and occupants.

## 11. Representations and Warranties.

a. **Representations and Warranties of Owners.** Owners make the following representations to Valley Water, which shall be true and correct as of the Effective Date and as of the Closing Date:

(i) **Authority/Consent.** Owners possess all requisite power, authority and consents, and have taken all actions required by applicable law, to execute and deliver this Agreement and consummate the transactions contemplated by this Agreement.

(ii) **Title.** San Jose currently owns fee title to the Premises and San Jose has not created or granted any options or rights of offer, refusal, lease, or purchase to any third parties.

(iii) **Contracts.** As of the Closing, there will be no contracts to which Owners are bound relating to the Premises. Owners shall cause to be discharged any mechanic's liens caused by or on behalf of Owners and arising prior to the Closing.

(iv) **Litigation.** To Owners' knowledge, except as expressly disclosed in writing to Valley Water, no litigation or other proceedings are pending or threatened against the Premises, its operation or Owners relating to the Premises.

(v) **Liens.** There are no monetary liens (except for the Permitted Exceptions) that will not be removed by Owners prior to or concurrent with the Closing.

(vi) **No Conflicts.** The execution and delivery of this Agreement by Owners and the consummation by Owners of the transactions contemplated hereby will not (i) violate any law, judgment, order, injunction, or decree to which Owners or the Premises are subject, or (ii) conflict with, result in a breach of, or constitute a default under any mortgage, loan agreement, covenant, or other agreement or instrument to which Owners are a party or by which Owners are bound.

b. **Representations and Warranties of Valley Water.** Valley Water makes the following representations to Owners, which shall be true and correct as of the Effective Date and as of the Closing Date:

(i) **Organization.** Valley Water is duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization.

(ii) **Authority/Consent.** Valley Water possesses all requisite power, authority and consents, and has taken all actions required by its organizational documents and applicable law, to execute and deliver this Agreement and consummate the transactions contemplated in this Agreement.

(iii) **No Conflicts.** The execution and delivery of this Agreement by Valley Water and the consummation by Valley Water of the transactions contemplated hereby will not (i) violate any law, judgment, order, injunction, or decree to which Valley Water is subject, or (ii) conflict with, result in a breach of, or constitute a default under any mortgage, loan agreement,

covenant, or other agreement or instrument to which Valley Water is a party or by which Valley Water is bound.

**12. As-Is Condition.** The Premises is being conveyed to Valley Water “AS IS,” and Owners makes no representations or warranties with respect to the Premises, other than those representations and warranties expressly contained in this Agreement. Valley Water acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or tests it sees fit to perform. In no event shall Owners be obligated to clean up or remediate the Premises. If contamination is found upon or beneath the Property, Valley Water’s sole and only remedy against Owners (and prior owners related to Owners or beneficiaries of Owners) shall be to terminate the Agreement pursuant to Section 3 or to accept the Premises in its “AS IS” condition and undertake responsibility for its remediation.

**13.** The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement, which will be undertaken promptly and initially by the representatives of the Parties in the following manner:

a. If a dispute should arise, an authorized representative for each of the Parties will meet or teleconference within ten (10) calendar days of written notification of the dispute to resolve the dispute. Prior to such meeting or teleconference, the Party bringing the dispute will draft and submit to the other Parties a written description, including any factual support, of the disputed matter. After receiving this written description, the other Parties will provide a written response to such written description within a reasonable period of time.

b. If no resolution of the dispute occurs at this meeting or teleconference, the issue will be elevated to an executive-level manager of each Party (i.e., executive level manager for Valley Water and Assistant City Manager or higher-level executive for Owners). Each Party’s executive-level manager will meet or teleconference as soon as practical, but, in no event, later than twenty-one (21) calendar days after the matter has been referred to them, with the initial meeting to occur at a location to be selected by the Parties.

c. In the event resolution is unsuccessful, any Party may pursue other remedies available at law including filing an action in any state or federal court within the County of Santa Clara.

**14. Valley Water’s Remedies.** If Owners fail to deliver the Premises to Valley Water in accordance with this Agreement upon an exercise by Valley Water of the Option, Valley Water shall be entitled to seek any remedy available at law or in equity, including, without limitation, seeking injunctive relief and/or specific performance.

**15. Miscellaneous.**

a. **No Brokers’ Commission.** The Parties each warrant to the others that no person or entity can properly claim a right to a commission, finder’s fee, or other compensation with respect to the transaction contemplated by the Agreement.

b. **Successors and Assignment.** The Agreement is binding upon Owners, its administrators, legal representatives, successors-in-interest, executors, or assignees.

Valley Water may not assign this Agreement, or any rights or obligations hereunder, without first having obtained the written consent of Owners; such consent shall not be unreasonably withheld.

c. **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section 15(c). All such notices shall be sent by personal delivery, in which case notice is effective upon delivery, certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt, or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City of San José  
200 East Santa Clara Street, 10<sup>th</sup> Floor  
San José, CA 95113  
Attention: Assistant Director of Environmental Services

*With a copy to:*

City of San José  
Office of the City Attorney  
200 East Santa Clara Street, 16<sup>th</sup> Floor  
San José, CA 95113

Santa Clara Valley Water District  
5750 Almaden Expressway  
San José, CA 95118  
Attention: Chief Operating Officer

*With a copy to:*

Santa Clara Valley Water District  
Office of the District Counsel  
5750 Almaden Expressway  
San José, CA 95118

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attention:

*With a copy to:*

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

Notices shall be addressed as appears herein, provided that if any Party gives notice of change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

d. **Invalidity of Any Provision.** If any provision or portion of a provision of the Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of the Agreement, the legality, validity, and enforceability of the remaining provisions or the balance of such provision shall not be affected thereby.

e. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

f. **Entire Agreement.** The Agreement contains the entire agreement of the Parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. Any amendment to the Agreement must be reduced to writing and signed by both Parties before it will be effective.

g. **Time of the Essence.** Time is of the essence to this Agreement and its provisions.

h. **Attorney's Fees.** If any action is brought to interpret or enforce this Agreement, each party shall bear the entirety of its own costs and expenses including but not limited to attorneys' fees.

i. **Memorandum of Agreement.** This Agreement shall not be recorded. Concurrently with the execution of this Agreement, the Parties shall duly execute and acknowledge the Memorandum of Option Agreement (the "**Memorandum of Option**") in the form of Exhibit F attached hereto. Valley Water will record the Memorandum of Option in the official records of Santa Clara County. If Valley Water terminates this Agreement, it agrees to execute and deliver to Owners a quitclaim deed relinquishing its interest in the Premises and acknowledging that the Memorandum of Option is of no further force and effect.

j. **Drafting.** This Agreement has been drafted through a cooperative effort of all Parties, and all Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the cause shall apply to the interpretation or enforcement of this Agreement.

k. **Further Assurances.** Each Party agrees to sign such additional documents and take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.

l. **Counterparts.** This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

m. **Indemnity.**

(i) Valley Water hereby expressly agrees to defend, indemnify, and hold harmless Owners and their elected and appointed officials, officers, attorneys, employees and agents (collectively, "Owner Parties") from any and all claim(s), action(s), demand(s), suit(s), loss(es), injury(ies), liability(ies) or proceeding(s) (collectively referred to as "Proceeding") brought against the Owner Parties to challenge, attack, set aside, void, or annul the Owners' approval and execution of this Agreement alleging failure to comply with the CEQA.

(ii) Valley Water's indemnification includes, but is not limited to, damages, fees and/or costs awarded against or incurred by Owners, and costs of suit, claim, or litigation, including without limitation reasonable attorneys' fees and other costs, liabilities and expenses incurred in connection with such Proceeding.

(iii) Valley Water agrees to indemnify Owners for all of Owners' reasonable costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement, excluding costs, fees, and damages incurred by the Parties during the dispute resolution process under Section 11 (Meet and Confer for Amendment; Dispute Resolution) of this Agreement.

(iv) The Owners shall promptly notify Valley Water of any Proceeding. If Valley Water is required to defend Owners in connection with such Proceeding, Owners shall have and retain the sole and exclusive authority to approve:

1. The counsel to so defend Owners; and
2. Whether the City Attorney's Office participates in the defense; and
3. All significant decisions concerning the manner in which the defense is conducted; and
4. Any and all settlements, which approval shall not be unreasonably withheld, as long as such settlement does not require Owners to pay any funds or create any limitations on Owners' use of their real property unless agreed to in writing by Owners.

(v) If Owners elect to participate in the defense, Valley Water shall pay Owners' reasonable City Attorney fees and costs incurred by Owners to manage Owners' approved counsel for the Proceeding.

(vi) Owners shall also have and retain the right to not participate in the defense, except that Owners agree to reasonably cooperate with Valley Water in the defense of the Proceeding.

(vii) Valley Water's defense and indemnification of Owners set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the Proceeding, and shall survive the termination or expiration of this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

APPROVED AS TO FORM:

**CITY OF SAN JOSE**

By: \_\_\_\_\_  
Leanne C. Bolaño  
Deputy City Attorney

By: \_\_\_\_\_  
Toni Taber, MMC  
City Clerk

APPROVED AS TO FORM:

**SANTA CLARA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
E. Ray Ruiz  
Assistant District Counsel

By: \_\_\_\_\_  
Melanie Richardson  
Interim Chief Executive Officer

APPROVED AS TO FORM:

**CITY OF SANTA CLARA**

By: \_\_\_\_\_  
Glen Googins  
City Attorney

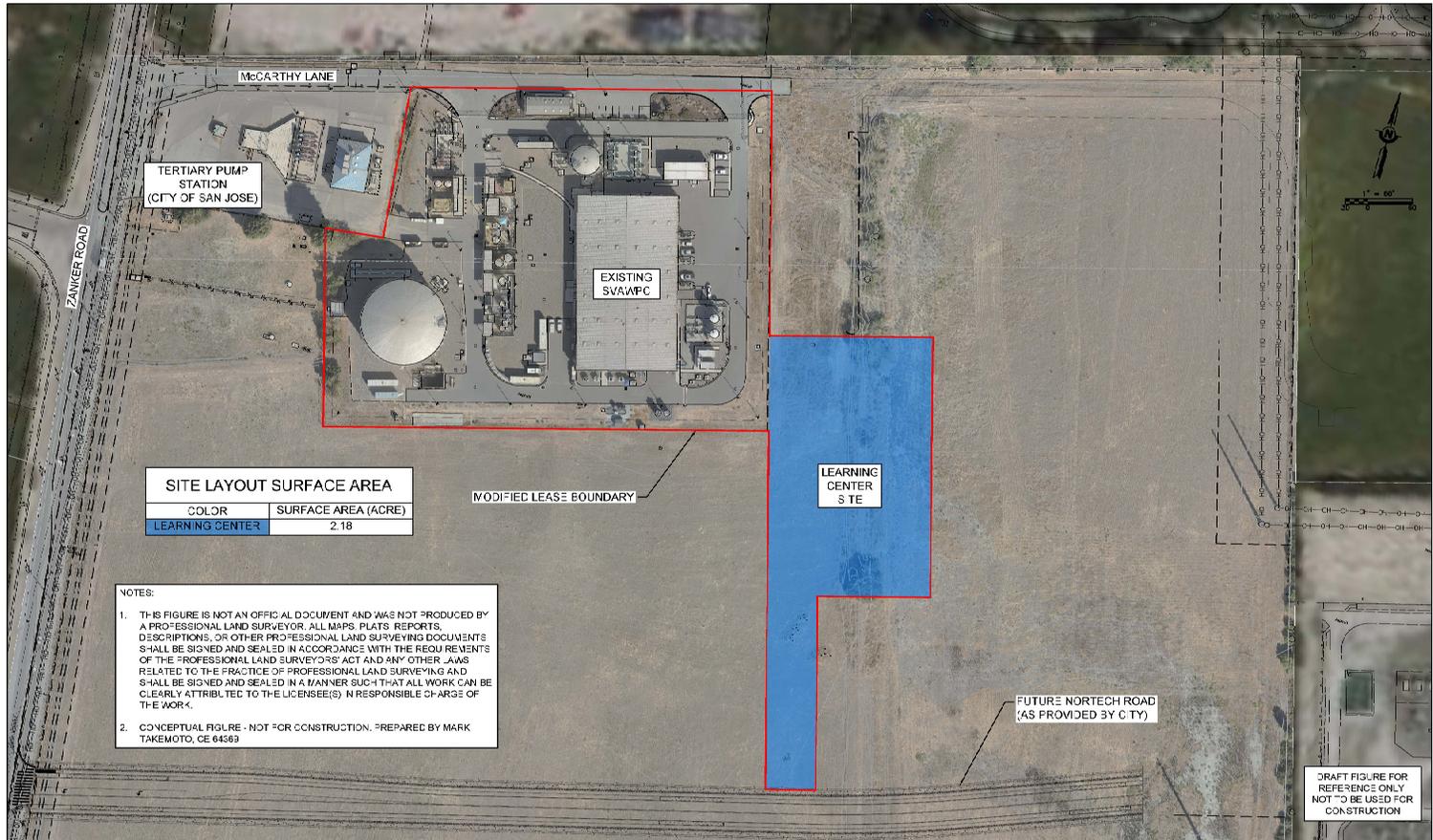
By: \_\_\_\_\_

**EXHIBIT A  
PROPERTY**



**EXHIBIT A**

**EXHIBIT B  
PREMISES**



**EXHIBIT B**

**FIRST AMENDMENT TO GROUND LEASE AND PROPERTY USE AGREEMENT  
BETWEEN THE CITY OF SAN JOSE AND THE SANTA CLARA VALLEY WATER  
DISTRICT FOR ADVANCED WATER TREATMENT FACILITY**

**THIS FIRST AMENDMENT TO GROUND LEASE AND PROPERTY USE**

**AGREEMENT** (“Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_, 2025, by the CITY OF SAN JOSE (“CITY”), a charter city and municipal corporation, as Administering Agency for the San José/Santa Clara Water Pollution Control Plant (“City” or “Landlord”) and the SANTA CLARA VALLEY WATER DISTRICT, a California special district (“District”). The District and Landlord are each a “Party” and collectively, the “Parties”.

**RECITALS**

**WHEREAS**, the Parties entered into that certain Ground Lease and Property Use Agreement (the “Agreement”), dated March 2, 2010, but effective July 1, 2010, for District to lease the Premises and the Ancillary Property to construct and operate the Advanced Water Treatment Facility, or “AWTF” (formally named Silicon Valley Advanced Water Purification Center “SVAWPC”);

**WHEREAS**, the SVAWPC started operations in March 2014 to treat up to twelve (12) million gallons per day (“mgd”) of Regional Wastewater Facility (“RWF”) secondary effluent, to increase the production of non-potable recycled water through microfiltration; enhance the quality of non-potable recycled water quality through the provision of up to eight (8) mgd reverse osmosis treated water for blending with the RWF’s existing recycled water; and offset the demand for development of new sources of water supply for Santa Clara County;

**WHEREAS**, District desires to construct and operate a direct potable reuse demonstration facility and learning center (the “DPR Demonstration Facility”) on a portion of the Property as depicted on the attached Revised Exhibit A;

**WHEREAS**, the proposed DPR Demonstration Facility will treat up to half (0.5) mgd from a portion of the twelve (12) mgd RWF secondary effluent diverted to the SVAWPC;

**WHEREAS**, Microsoft Corporation (“Microsoft”) is proposing to build a data center at 1657 Alviso-Milpitas Road which would involve expanding McCarthy Lane (North Access Road) into a portion of the Property, and Microsoft has agreed to relocate District’s Visitor’s Center among other actions as consideration for the Valley Water agreeing to the relocation to accommodate the proposed expansion of North Access Road (“Relocation Project”);

**WHEREAS**, the Parties and Microsoft intend to memorialize its respective actions and obligations in a three-party Relocation Agreement as a condition precedent to Microsoft’s expansion of North Access Road;

**WHEREAS**, on [insert date], District [insert environmental clearance];

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and District hereby agree as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined in this Amendment, capitalized terms have the meaning set forth in the Agreement.

**SECTION 2.** SECTION 1, "DEFINITIONS" is amended to read as follows:

Each reference in the body of this Agreement to specific terms or phrases set forth in this Section shall have the specific meanings and/or contain the respective express information set forth below.

**"Agreement"** means Ground Lease and Property Use Agreement between the City of San José and the Santa Clara Valley Water District for Advanced Water Treatment Facility, and any amendments.

**"Ancillary Property"** means the property described in **Section 2.2.**

**"Advanced Recycled Water Treatment Facility"** or **"AWTF"** means the facility constructed on the Premises in 2014 as described in the Plans & Specifications ("AWTF") also known as the **Silicon Valley Advanced Water Purification Center ("SVAWPC").**

**"City"** means the City of San José, a charter city, as Administering Agency for the San José/Santa Clara Water Pollution Control Plant.

**"Days"** unless otherwise specified, means calendar days.

**"Director"** means the person designated Director of Environmental Services by City, or such other person, division, department, bureau, or agency as may be designated by the City Council or the City Manager from time to time to exercise functions equivalent or similar to those now exercised by the Director of General Services. The term also includes any person expressly designated by the Director of Public Works to exercise rights and/or obligations empowered in the "Director" under this Agreement.

**"District"** means the Santa Clara Valley Water District, a California special district.

**"DPR Demonstration Facility"** means a direct potable reuse demonstration facility and learning center that the District will construct and operate on the Premises.

**"Effective Date"** shall mean July 1, 2010 for Premises and Ancillary Property described in Exhibit B, and the effective date of the First Amendment to Ground Lease and Property Use Agreement for the Premises and Ancillary Property described in Revised Exhibit B.

**“Environmental Laws”** shall mean and include the California Environmental Quality Act, to the extent applicable, the National Environmental Policy Act and all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

**“Hazardous Materials”** means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste. Secondary treated water provided by the Plant to the AWTF or DPR Demonstration Facility for treatment shall not be considered a Hazardous Material.

**“Improvements”** means the AWTF and Related Facilities and all Subsequent Alterations and Improvements.

**“Integration Agreement”** means the “Recycled Water Facilities and Programs Integration Agreement Between the City of San José and the Santa Clara Valley Water,” dated July 1, 2010, as amended by the Parties.

**“Laws”** means all present and future applicable judicial decisions, statutes, laws, ordinances, regulations, building codes, City rules and regulations adopted from time to time, regulations, orders and requirements and policies of all governmental authorities, including without limitation, city, state, municipal, county, federal agencies or the federal government, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction including, without limitation, any regulation or order of a quasi-official entity or body.

**“mgd”** means million gallons per day.

**“Municipal Code”** means the San José Municipal Code, as amended from time to time.

**“Operations & Maintenance Agreement”** or **“O&M Agreement”** means the Agreement Between the City of San Jose and the Santa Clara Valley Water District for Operation and Maintenance of the Silicon Valley Advanced Water Purification Center executed October 23, 2012, as amended by the Parties.

**“Person”** means an individual, a corporation, a partnership, a joint venture or any other form of business association.

**“Plans & Specifications”** means collectively, (a) the 60% Final Plans and Specification for Construction of AWTF, prepared by Black and Veatch, District Project No. 91184008, and approved by City and District prior to execution of the Agreement; and (b) the final plans and specifications for the DPR Demonstration Facility approved by the City and District pursuant to Section 8 of the Agreement.

**“Plant”, “WPCP” or “RWF”** means the San José/Santa Clara Water Pollution Control Plant commonly known as the Regional Wastewater Facility.

**“Premises”** means the property described in Revised Exhibit B.

**“Recycled Water Policy Advisory Committee”** means the policy advisory committee formed by the Parties pursuant to the Integration Agreement.

**“Related Facilities”** means the facilities needed to integrate the AWTF into the operation of the Plant and to provide utility services for the AWTF, as depicted in **Exhibit A**.

**“South Bay Water Recycling”** or **“SBWR”** means the assets owned and operated by City, and the program conducted by the City, as administering agency for the Plant for the wholesale distribution of recycled water.

**“Subsequent Alterations and Improvements”** means any improvement, alteration, addition or construction of improvements on the Premises or Ancillary Property including the DPR Demonstration Facility, other than with the AWTF and Related Facilities as shown in the Plans & Specifications, and furniture, trade fixtures and equipment which are and remain movable and unattached to the Premises or Property.

**“Technical Working Group”** means the staff level working group formed by the Parties pursuant to the Integration Agreement.

**SECTION 3.** SECTION 2, “LEASE OF PREMISES AND RIGHT TO USE ANCILLARY PROPERTY” is amended to read as follows:

## **2.1. Premises.**

Landlord hereby leases, transfers and demises to District, and District hereby leases and takes from Landlord, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Agreement, the Premises depicted on **Revised Exhibit B** attached hereto and incorporated by reference herein.

## **2.2. Ancillary Property.**

Landlord hereby grants to District, the right to use the Ancillary Property for the Related Facilities depicted on **Exhibit A and Revised Exhibit B**, for the terms and upon the agreements, covenants, and conditions set forth in this Agreement.

## **2.3 Ingress and Egress.**

2.3.1 District shall have a terminable nonexclusive license to use the access roadway to the Premises shown as North Access Road, as shown on **Revised Exhibit C**, but title to such roadway and the underlying property shall at all times remain with City and shall not be deemed to be part of the Premises under this Agreement. City reserves the right to terminate the license to use the access road upon the offer to provide land for substitute access at no cost to District. Upon the offer of such substitute access, District shall be responsible for all costs and expenses of developing such substitute access, and shall promptly submit Plans & Specification therefore to City, pursuant to the provisions of **Section 8**.

2.3.2 District has negotiated with Microsoft for Microsoft to complete certain actions as consideration for relocation of the District's Visitor Center to accommodate Microsoft's expansion of the North Access Road. These actions will be memorialized in the Relocation Agreement between District, City and Microsoft. Fulfilling the terms of the Relocation Agreement shall be a condition precedent to Microsoft's expansion of the North Access Road and modification of the District's interest in the site as set forth in Revised Exhibit B.

(a) Following District's written acceptance of the Relocation Project, the Premises will be as depicted in the Revised Exhibit B-1 attached to this Amendment and references in the Agreement to Revised Exhibit B shall refer to Revised Exhibit B-1. A portion of the Premises to be used by District for vehicle parking shall be subject to a non-exclusive easement granted to Microsoft as depicted in Revised Exhibit B-1. If there is a conflict between the Relocation Agreement and this Agreement concerning the Relocation Project, the terms of the Relocation Agreement shall prevail.

(b) The Parties agree that the representations and warranties in Sections 5.1 and 5.2 of the Agreement concerning the Premises: (1) as depicted in the attached Revised Exhibit B are made as of effective date of the First Amendment to Ground Lease and Property Use Agreement and (2) as depicted in the attached Revised Exhibit B-1 are made as of the date the District accepts the Relocation Project.

**SECTION 4.** Section 3 "TERM" is amended to read as follows:

The term of this Agreement shall commence on the July 1, 2010, and, unless sooner terminated or extended as herein provided, shall terminate at 11:59 on June 30, 2065.

**SECTION 5.** Section 5.1 “Authorized Use” is amended to read as follows:

Use of the Premises and Ancillary Property shall be strictly limited to construction and operation of the AWTF, DPR Demonstration Facility and Related Facilities, and public tours of the AWTF and DPR Demonstration Facility. Neither District, nor any of its employees or agents, shall conduct, transact or otherwise carry on any business or service on the Premises that is not specifically authorized by this Agreement. Use of the Ancillary Property is further subject to the “Special Terms and Conditions for Use of Ancillary Property” set forth in Exhibit D attached hereto and incorporated by reference herein.

**SECTION 6.** Section 6.1 “Inspections” is amended to read as follows:

District shall ensure that its employees and agents make regular inspections of the Premises and Ancillary Property for the purpose of maintaining the degree of cleanliness, condition of repair and operational ability of the AWTF, DPR Demonstration Facility and Related Facilities required under this Agreement.

**SECTION 7.** Section 6.3 “AWTF Operational Parameters” is amended to read as follows:

District shall operate the AWTF, DPR Demonstration Facility and Related Facilities so as to provide microfiltration for up to 12 mgd of secondary treated wastewater produced by the Plant and up to 8 mgd reverse osmosis product water to SBWR, in accordance with the additional operational parameters set forth in Revised Exhibit E.

**SECTION 8.** Section 7.1 “Maintenance” is amended to read as follows:

District shall be obligated, at all times, throughout the term of this Agreement, without cost to City, to maintain the Premises, AWTF and Related Facilities and all Subsequent Alterations or Improvements including the DPR Demonstration Facility in good appearance, repair, and safe condition, except for ordinary wear and tear, and in a condition otherwise satisfactory to Director. District shall maintain all improvements on the Premises, whether installed by District or City. All maintenance shall be performed diligently and shall be of a quality equal to or better than the original work in materials and workmanship, and all work shall be subject to the prior written approval of Director, which approval shall not be unreasonably withheld. When used in this Agreement, the term “maintenance” shall include all repairs, alterations, maintenance and/or removals reasonably deemed necessary by Director in order to ensure that the AWTF, DPR Demonstration Facility and Related Facilities will consistently operate pursuant to the operational parameters set forth in Exhibit E. Landlord may enter the Premises at any time during regular business hours, to determine if District is in

compliance with the requirements of this Section 7. If, following any such inspection by Landlord, Landlord delivers notice of any deficiency to District; District shall promptly prepare and deliver to Landlord, District's proposed plan for remedying the indicated deficiencies. Landlord's failure to deliver, following any Landlord's inspection, any notice of deficiency to District, shall not be deemed to be Landlord's approval of the then condition of the Improvement, nor Landlord's waiver of any default by District under this Section 7.

**SECTION 9.** Section 8.1 "Construction of AWTF and Ancillary Facilities" is amended to read as follows:

**Construction of AWTF, DPR Demonstration Facility and Related Facilities**

District shall construct an AWTF and DPR Demonstration Facility on the Premises, and Related Facilities on the Ancillary Property, pursuant to and in compliance with all the terms and conditions set forth in this Section 8. District will construct the AWTF, DPR Demonstration Facility and Related Facilities in a manner that includes no Material Change from the Plans & Specifications (except with Landlord's written approval of any such Material Change as provided below). A "Material Change" means any material change from the AWTF, DPR Demonstration Facility and Related Facilities as shown in the Plans & Specifications that (i) use, (ii) density, (iii) building area, (iv) location and dimension of improvements, (v) number and size of filtrations units, (vi) exterior elevations and appearance, (vii) quality of construction materials, finishes and designs, (viii) any other change in the Plans & Specifications that would impact the ability of the AWTF and DPR Demonstration Facility to meet the operational parameters set forth in Exhibit E or otherwise have a material adverse impact on the Plant. In the event District proposes to make a Material Change from the Plans & Specifications, District first must obtain the written consent of Landlord, which Landlord may not unreasonably withhold or delay. Landlord shall have no obligation to approve any change: (i) which shall materially increase or decrease the floor area to be built upon the Premises, (ii) increase or decrease the number of filtration units to be built upon the Premises, (iii) materially increase or decrease the size of the filtration units to be built upon the Premises, (iv) to the uses which are permitted upon the Premises or Ancillary Property or (v) impact the ability of the AWTF and DPR Demonstration Facility to meet the operational parameters set forth in Exhibit E or otherwise have a material adverse impact on the Plant.

**SECTION 10.** Section 8.2 "AWTF and Related Facilities Construction Schedule" is amended to read as follows:

District agrees to use commercially reasonable efforts to cause the AWTF and Related Facilities to be commenced by October 1, 2010 and completed by September 30, 2012.

**SECTION 11.** Section 8.5 “Construction Standards” is amended to read as follows:

- (a) General Construction Standards. Once commenced, construction of the AWTF and Related Facilities and any approved Subsequent Alterations and Improvements shall be diligently prosecuted to completion, subject to Unavoidable Delays, by a licensed contractor selected by District selected by District pursuant to public competitive bidding process.
- (b) Compliance with Construction Documents and Laws. District shall construct or cause to be constructed the AWTF and Related Facilities and any Subsequent Alterations and Improvements on the Premises and Ancillary Property in substantial compliance with any documents relating thereto which have been approved by Landlord and in compliance with all applicable local, state, and federal laws and regulations. Without limiting the generality of the foregoing, District shall comply with the Mitigation Monitoring and Reporting Programs that are contained in the Mitigated Negative Declaration for the AWTF and Related Facilities and with any subsequent environmental mitigation and/or monitoring program adopted by the District Board for any Subsequent Alterations and Improvements. As between Landlord and District, District shall have the sole responsibility for implementing all necessary safeguards for the protection of workers and the public.
- (c) Governmental Approvals. District shall obtain, at its sole cost and expense, all governmental reviews and approvals (including any approvals of the Director or any other City official), licenses, and permits which are, or may be, required and are necessary to install any improvements and to conduct the Authorized Activities, including, but not limited to, all plans and specifications approvals, site development reviews, development permits, and building permits. The Director’s approval shall not be deemed to include the approval of any other City department or governmental or public entity, which District may be required to obtain.
- (d) Hazardous Materials. District shall incorporate into any Construction Contract for the AWTF and Related Facilities and any Subsequent Alterations and Improvements, and shall require its contractor to incorporate into any subcontracts or contracts for materials or equipment: the requirements related to prevention and mitigation of Hazardous Materials releases in conformity with Exhibit F.
- (e) Prevailing Wages. District shall incorporate into any Construction Contract for the AWTF and Related Facilities and any Subsequent Alterations and Improvements, and shall require its contractor to incorporate into any subcontracts, the Prevailing Wage requirements set forth in Revised Exhibit G.
- (f) Bonding Improvements. At least ten (10) business days prior to the commencement of construction of the AWTF and Related Facilities or any Subsequent Alterations and Improvements having a value in excess of Twenty-Five Thousand Dollars (\$25,000), District shall provide to Landlord, copies of

payment and performance bonds, be in a sum of not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration, demolition or repair of the Premises or Ancillary Property and/or Improvements, naming Landlord as an additional obligee, in such form as may be satisfactory to and approved by City's Risk Manager and Director, and be approved as to form by the City Attorney for City. At the discretion of City's Director and upon approval of City Attorney for City, the performance bond requirement may be waived.

(g) Insurance. At least ten (10) business days prior to the commencement of construction of the AWTF and Related Facilities or any Subsequent Alterations and Improvements, District shall provide City with certificates of insurance acceptable to City, Insurance Coverage shall meet, at a minimum, the requirements set forth in Section II of Revised Exhibit H attached hereto and incorporated herein.

(h) Asbestos Containing Materials. No asbestos-containing materials will be installed for any purposes on or as part of the Premises or Ancillary Property, whether as part of District's or District's Parties' business operations or as District improvements, unless specifically identified on the Plans & Specifications or approved in advance in writing by Landlord.

(i) Underground Storage Tanks. District shall not install or use any aboveground or underground storage tanks on the Premises or Ancillary Property unless specifically shown in the Plans & Specifications approved in advance, in writing, by Landlord, which approval may be withheld in Landlord's sole discretion. If Landlord approves District's installation or use of aboveground or underground storage tanks, District will be responsible for compliance with all applicable requirements and Environmental Laws, including, but not limited to, financial assurance requirements, and must furnish evidence satisfactory to Landlord of that compliance. District will also test the soil for settling and conduct appropriate tests of the tank and associated piping and equipment at the time of installation to assure that the tank has been properly installed.

(j) No Landlord Duty. Landlord's approval, review or modification of any plans, specifications or other construction documents with regard to Improvements (or any other work by District) is for Landlord's internal purposes only. Any Landlord review or approval specifically shall exclude review for the purpose of determining whether the reviewed documents contain any defects in the design, construction, or installation of improvements and Landlord shall have no liability or responsibility for any loss, damage, or injury arising out of or in any way connected with the design, construction, or installation of the any improvements on the Premises. Likewise, Landlord's review shall specifically exclude any review for purposes of determining whether the reviewed documents comply with laws, ordinances, rules or regulations applicable to the proposed work. By approving, reviewing, modifying or otherwise commenting on any of District's plans, specification or other construction documents, Landlord shall not be deemed to make any express or implied warranty of the reviewed matters for

any intended use or purpose. The scope and breadth of any review by Landlord is at Landlord's sole discretion and cannot be relied upon, or deemed for the benefit of, any other party.

(k) Landlord Access. Representatives of Landlord shall have the right of reasonable access to the Improvements without charges or fees, and at normal construction hours during any construction period, for the purposes of ascertaining compliance with the terms of this Agreement. Landlord's access shall be reasonably exercised to minimize interference with District's construction and/or operations. In any site visits, Landlord shall comply with all safety rules and requirements of the contractor.

(l) Preconstruction Meetings. Prior to beginning construction, District shall arrange one or more meetings among Landlord, District, the general contractor and District's other construction professionals and consultants as Landlord shall reasonably request be included to discuss construction matters, including construction hours, truck access, dust abatement, marshalling and storage areas and any other matters that may be of concern to Landlord or which may be of concern to neighbors.

(m) Protection of Landlord. Nothing in this Agreement shall be construed as constituting the request of the Landlord, express or implied, for the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Improvements or any part thereof for Landlord's account or benefit by any contractor, subcontractor, laborer or materialman. Landlord shall have the right, at all reasonable times, to post, and keep posted on the Premises, any notices which Landlord may deem necessary for the protection of Landlord and of the Premises, and the Improvements thereon from mechanics' liens or other claims. District shall give Landlord ten (10) days prior written notice of the commencement of any work to be done on the Improvement to enable Landlord to post such notices. In addition, District shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to District or any of its contractors or subcontractors in connection with the Premises and the improvements thereon.

(n) Mechanics Liens. Although Landlord believes that California law prohibits any mechanics' lien from attaching to the Premises, nevertheless, District shall keep the Premises, and the Improvements free and clear of all claims for mechanics' liens and other liens on account of work done for District or persons claiming under it. District agrees to and shall indemnify and save Landlord harmless against liability, loss, damages, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or material suppliers or others for work performed or materials or supplies furnished to District or persons claiming under it. In the event any lien is recorded and is not removed or discharged within 30 days, without reference to its validity District shall, upon demand, furnish the bond described in California Civil Code Section 3143, or any

other applicable or successor statute, which results in the removal of such lien from the Improvement.

(o) Notice of Completion. Upon completion of construction of any improvements, District shall file, or cause to be filed, in the Official Records of the County of Santa Clara, a Notice of Completion (the "Notice of Completion") with respect to that Improvement.

(p) As Built Drawings. Upon completion of each improvement, District shall provide to Director two (2) completed sets of as-built drawings, a pdf and CAD files on flash drive if District produces drawings on disks, and a break-down which shows all costs incurred for completing such improvement. District agrees that, upon the request of Director, District will inspect the Premises jointly with Director to verify the as-built drawings.

**SECTION 12.** Section 8.6 "No Right to Demolish" is amended to read as follows:

Notwithstanding any other provisions of this Section 8, District shall have no right to demolish Improvements, once built, unless District shall have received the prior written consent of Landlord, it being agreed that Landlord has entered into this Agreement in material reliance on District's covenants to construct the AWTF, DPR Demonstration Facility and Related Facilities in accordance with the Plans & Specifications and to operate and maintain the AWTF, DPR Demonstration Facility and Related Facilities in accordance with the provisions of this Agreement.

**SECTION 13.** Section 10 "UTILITY SERVICES" is amended to read as follows:

**10.1 General.**

Except as provided in Sections 10.2 and 10.3 below, District shall secure and directly pay for any electrical, gas, water, sewer, and telephone services to the Premises utilized by the District as it may require, upon prior approval of Director. Installation of such additional utility connections shall be at District's sole cost and expense and are subject to the provisions of Section 8 regarding District improvements. The location, relocation and coordination of all utilities and telephone facilities to service the Premises shall be subject to the prior written approval of the Director. District shall, upon request by the Director, cap off all utility connections installed by District and restore the affected areas to their original condition upon expiration or earlier termination of this Agreement.

**10.2 Electrical Service.**

At City's option, City may provide electrical services to District through City's existing electrical connection meter for the SBWR transmission pump station. In the event City opts to provide such electrical service, District shall be responsible for all costs and expenses associated with installing such connection and for paying rated share of the electrical bill associated with such service.

**10.3 Microfiltration Return Water and Reverse Osmosis Reject.**

Microfiltration return water from the AWTF and DPR Demonstration Facility shall be treated by the Plant and reverse osmosis reject (brine concentrate) shall be either blended with Plant effluent in the Plant's chlorine contact basin prior to discharge to San Francisco Bay, or treated by the Plant.

**SECTION 14.** Section 13 "ASSIGNMENT OR TRANSFER" is amended to read as follows:

**13.1 No Transfer Without Landlord Consent.**

District shall not assign, sublease, convey, sell, pledge, hypothecate, encumber by deed of trust, mortgage, or other instrument, or otherwise transfer this Agreement, the Premises or any part thereof, or any rights or obligation of District hereunder, whether voluntarily or by operation of law, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion.

**13.2 Definition of Transfer.**

A transfer within the meaning of this Section shall include, but is not limited to, the contracting or subcontracting for operation and maintenance of the AWTF, DPR Demonstration Facility or Related Facilities to any entity other than Landlord.

**13.3 Consideration for Approval of Transfer.**

In determining whether to consent to such a transfer, City may consider, without limitation: (i) the financial condition and responsibility of the proposed transferee; (ii) the type of activity proposed to be conducted by such transferee at the Premises; (iii) the capabilities and expertise of the proposed transferee to manage and operate the proposed activity; (iv) the past service record of the proposed transferee, (v) references of the proposed transferee; and (vi) any cost to City associated with such proposed transfer. In addition, City's consent to any proposed transfer under this Agreement may be conditioned upon, among other things, the express written assumption by the proposed transferee of District's obligations under this Agreement and/or performance of required or necessary repairs or maintenance to the Premises. City agrees that it will in good faith consider such encumbrances in favor of state or federal agencies as may be necessary to secure the grants for construction of the AWTF, DPR Demonstration Facility and Related Facilities that are referenced in the Integration Agreement.

**13.4 Consent Not Waiver.**

The consent of City to any transfer described in this Section shall not relieve District of its obligation to obtain the further consent of City for any subsequent transfer. Any attempt to transfer without the consent of City shall be void, and shall constitute an Event of Default.

**SECTION 15.** Section 14 “TERMINATION OF AGREEMENT” is amended in its entirety to read as follows:

**14.1 Breach and Events of Default.**

An Event of Default shall occur under this Agreement upon the occurrence of any of the following events (severally “Event of Default” and collectively “Events of Default”):

- (a) District shall have failed to perform the following and failed to cure the same within thirty (30) days after written notice from City; provided, however, that if the nature of District's default is such that more than thirty (30) days are reasonably required for its cure, then District shall not be deemed to be in default if District commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and to the satisfaction of Director:
  - (i) Pay when due any rent, fee, charge or obligation of District requiring the payment of money under the terms of this Agreement; or
  - (ii) Commence construction of the AWTF and Related Facilities by September 30, 2012; or
  - (iii) Maintain any insurance required under Section 17.
- (b) District shall have failed to perform any term, covenant, or condition of this Agreement related to the City’s ability to comply with regulatory requirement and meet the operational needs of the Regional Wastewater Facility.
- (c) Any representation or warranty made by District hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made; or
- (d) District shall have made a general assignment of its assets for the benefit of its creditors; or
- (e) District shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law; or
- (f) District shall have failed to occupy the Premises or to maintain continuous operations at the Premises, in each case, for any thirty (30) consecutive days, without approval by City, have been dispossessed by process of law or otherwise, or have otherwise abandoned the Premises; or
- (g) A court shall have made or entered any decree or order: (i) adjudging District to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of District or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee

or assignee of District in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of District and such decree or order shall have continued for a period of sixty (60) days; or (v) District shall have voluntarily submitted to or filed a petition seeking any such decree or order; or

- (h) The sequestration or attachment of or execution or other levy on District's interest in this Agreement or the Premises or any improvements located thereon shall have occurred and District shall have failed to obtain a return or release of such property within sixty (60) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or
- (i) The revocation or termination of any certificate, permit, franchise, approval, authorization or power necessary for District to lawfully conduct the operations which District is required or permitted to conduct on the Premises; or
- (j) Any lien shall be filed against the Premises because of any act or omission of District, and shall not be discharged or contested by District in good faith by proper legal proceedings within thirty (30) calendar days after receipt of notice thereof by City.

#### **14.2 Remedies for Default.**

Upon an Event of Default, City shall have the following remedies, in addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which City may resort cumulatively, or in the alternative:

- (a) City may, at any time without notice and without any obligation to do so (implied or otherwise), and upon condition that it be for the account and at the expense of the District, and without a waiver of such breach, perform any act which if performed by District would otherwise cure the breach. If in so doing City is required or elects to pay any monies or do any acts which will require the payment of any monies or the incurring of any costs or expenses, District covenants to pay to City upon demand by City the sum or sums of money paid or incurred by City, together with interest at the rate of one percent (1%) per month plus costs and damages, as part of its rental fee due on the first (1st) day of the month which immediately follows City's demand therefore. The demand for any payment by City shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by City on behalf of District.
- (b) In addition to any other remedy that City may have, City may, at its election, terminate this Agreement upon written notice of termination in which event this Agreement shall terminate on the date set forth in such notice. Any termination under this paragraph shall not relieve District from the payment of any sums then due to City or from any claim for damages or rent previously accrued or then accruing against District. In no event shall any one or more of the following actions by City, in the

absence of a written election by City to terminate this Agreement, constitute a termination of this Agreement:

- (i) Appointment of a receiver or keeper in order to protect City's interest hereunder; or
  - (ii) Any other action by City or its agents intended to mitigate the adverse effects of any breach of this Agreement by District, including, without limitation, action to maintain and preserve the Premises or any action taken to relet the Premises or any portions thereof for the account of District and in the name of District
- (c) This Agreement shall not terminate following an Event of Default and an abandonment of the Premises unless City gives District written notice of its election to terminate this Agreement. No act by or on behalf of City intended to mitigate the adverse effect of such breach, including those described by the immediately preceding subparagraphs (i) and (ii), shall constitute a termination of District's right to possession unless City gives District written notice of termination.
- (d) In the event City terminates this Agreement, City shall be entitled to damages in the following sums:
- (i) The worth at the time of award of all unpaid rental fees and other fees which have been earned at the time of termination;
  - (ii) The worth at the time of award of the amount by which the unpaid rental fees and other fees which would have been earned after termination until the time of award exceeds the amount of such rental fee or other fee loss that District proves could have been reasonably avoided;
  - (iii) Any other amount necessary to compensate City for all detriment or damage to the Premises proximately caused by District's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, to fulfill its obligation to return the Premises to the City in the condition existing as of the date this Agreement was entered into, reasonable wear and tear excepted;

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) above is computed by allowing interest at the rate of twelve percent (12%) per annum. The "worth at the time of award" of the amount referred to in subparagraph (iii) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

- (e) No payment by District, or receipt by City, of a lesser amount than any rent, fee, charge or other amount due by District hereunder shall be deemed to be other than on account of the earliest rent, fee, charge or other amount due, nor shall any endorsement or statement on any

check from District, or letter accompanying any check or payment, be deemed an accord and satisfaction. City may accept any such check or payment without prejudice to City's right to recover the balance of such rent, fee, charge or other amount or to pursue any other right or remedy available to City.

- (f) No option, right, power, remedy or privilege of City shall be construed as being exhausted or discharged by the exercise thereof in one or more instances.

### **14.3 Automatic Termination.**

Intentionally Deleted.

### **SECTION 16.** Section 16.2 "Assumption of Risk" is amended to read as follows:

District agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage or injury to the person or property of District, its directors, officers, employees, agents, and contractors which may occur in, on, or about the AWTF, DPR Demonstration Facility, Related Facilities, the Premises or Ancillary Property as a result of natural conditions that exist on the Premises, and conditions associated with the operation of the Plant, except such loss, injury, or damage as may be caused by the sole active negligence or the willful misconduct of City, its officers, employees or agents. Nothing contained in this Section 16.2 is intended to impede District from pursuing any claims against third parties.

### **SECTION 17.** Section 17.1 "Insurance Requirements" is amended to read as follows:

District agrees to have and maintain the policies set forth in **Revised Exhibit G**, entitled "Insurance", which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to review and approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. These insurance requirements shall be subject to periodic review by City's Risk Manager. Should the Risk Manager recommend any change in any coverage such recommendation shall be discussed by the Technical Working Group and reviewed by the Recycled Water Policy Advisory Committee.

### **SECTION 18.** Section 19 "RIGHT TO ENTER" is amended to read as follows:

City reserves and shall have the right by its officers, employees, agents and contractors, and co-owner and Plant contract agency representatives to enter into and upon the Premises at all reasonable times (and in emergencies at all times), and will provide notice to District whenever practicable:

- (a) To make any inspection, Director may deem expedient or desirable for the proper enforcement of the covenants, conditions, restrictions, limitations and provisions of this Agreement;
- (b) To install, construct and maintain, repair, replace and use any and all public utilities, sewer lines, drainage lines, water lines, water systems, irrigation lines, electrical lines, fuel lines and any municipal uses and appurtenances thereto, either above, on or below the surface of, in, along and/or across the Premises;
- (c) To otherwise maintain the Premises, the building in which the Premises is located and the Premises, or to do any other repair, maintenance, alteration or removal under the conditions set forth herein; or
- (d) To post notices of nonresponsibility for improvements, alterations or repairs if and when City shall desire to do so.

**SECTION 19.** Section 34.4 “Exhibits and Addenda” is amended to read as follows:

All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

The Exhibits attached to this Agreement are:

Revised Exhibit A	WPCP Property
Exhibit A-1	WPCP Property (Microsoft Alternative)
Revised Exhibit B	AWTF and DPR Demonstration Facility Premises
Exhibit B-1	AWTF and DPR Demonstration Facility Premises (Microsoft Alternative)
Revised Exhibit C	Ancillary Property
Revised Exhibit D	Special Terms and Conditions for Use of Ancillary Property
Revised Exhibit E	Operational Parameters
Revised Exhibit F	Hazardous Materials
Revised Exhibit G	Insurance Requirements
Revised Exhibit H	Prevailing Wage
Revised Exhibit I	Memorandum of Ground Lease

**SECTION 20.** A new Section 34.21 is added to the Agreement to read as follows:

34.21 Pursuant to Section 34.11 of the Agreement, the Parties shall execute and the District shall record the short form of memorandum attached hereto as Exhibit I with Santa Clara County Clerk Recorders Office.

**SECTION 21.** A new Section 34.22 is added to the Agreement to read as follows:

34.22 This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

**SECTION 22.** A new section 34.23 is added to the Agreement to read as follows:

34.23 This Amendment shall be governed by the laws of the State of California.

**SECTION 23.** Section 35 “NOTICES” is amended to read as follows:

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in writing and shall be addressed as follows or to such other place as City or District, respectively, may notify the other in writing.:

If to City, the same shall be addressed to:

Jeff Provenzano  
Director of Environmental Services  
City of San José 200 East Santa Clara Street, 10<sup>th</sup> Floor Tower  
San Jose, CA 95113

If to District, the same shall be addressed to:

Aaron Baker  
Chief Operating Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San José, CA 95118

All notices shall be sufficiently given and served upon the other party if sent by first-class U.S. mail, postage prepaid. All termination notices shall be served in accordance with California Code of Civil Procedure Section 1162, as may be amended or modified.

**SECTION 24.** All of the terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**“CITY”**

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

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LEANNE BOLANO  
Deputy City Attorney

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TONI TABER, MMC  
City Clerk

**“DISTRICT”**

APPROVED AS TO FORM

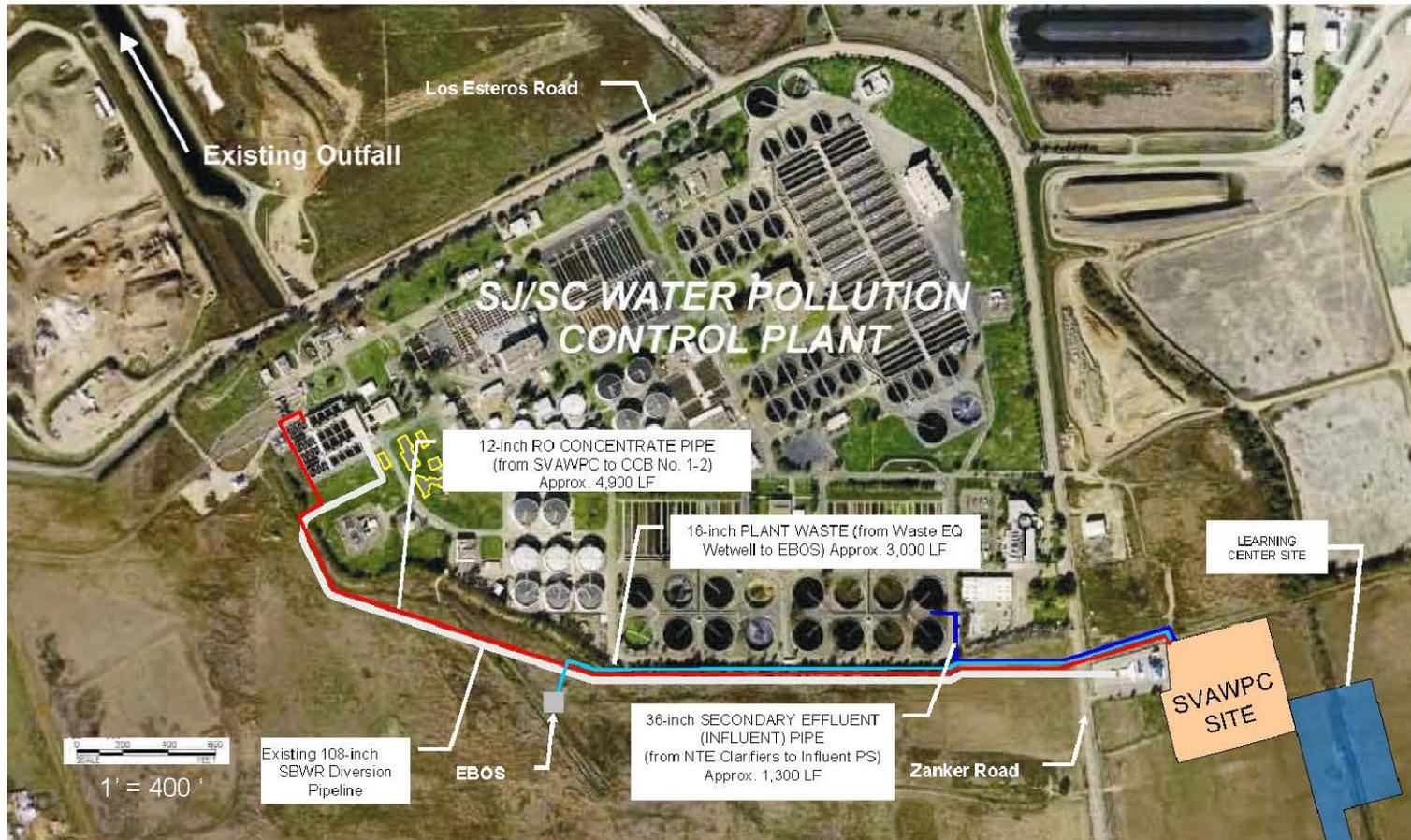
SANTA CLARA VALLEY WATER DISTRICT, a special district

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BRIAN HOPPER  
Senior Assistant District Counsel

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RICK CALLENDER  
Chief Executive Officer



**EXHIBIT A**

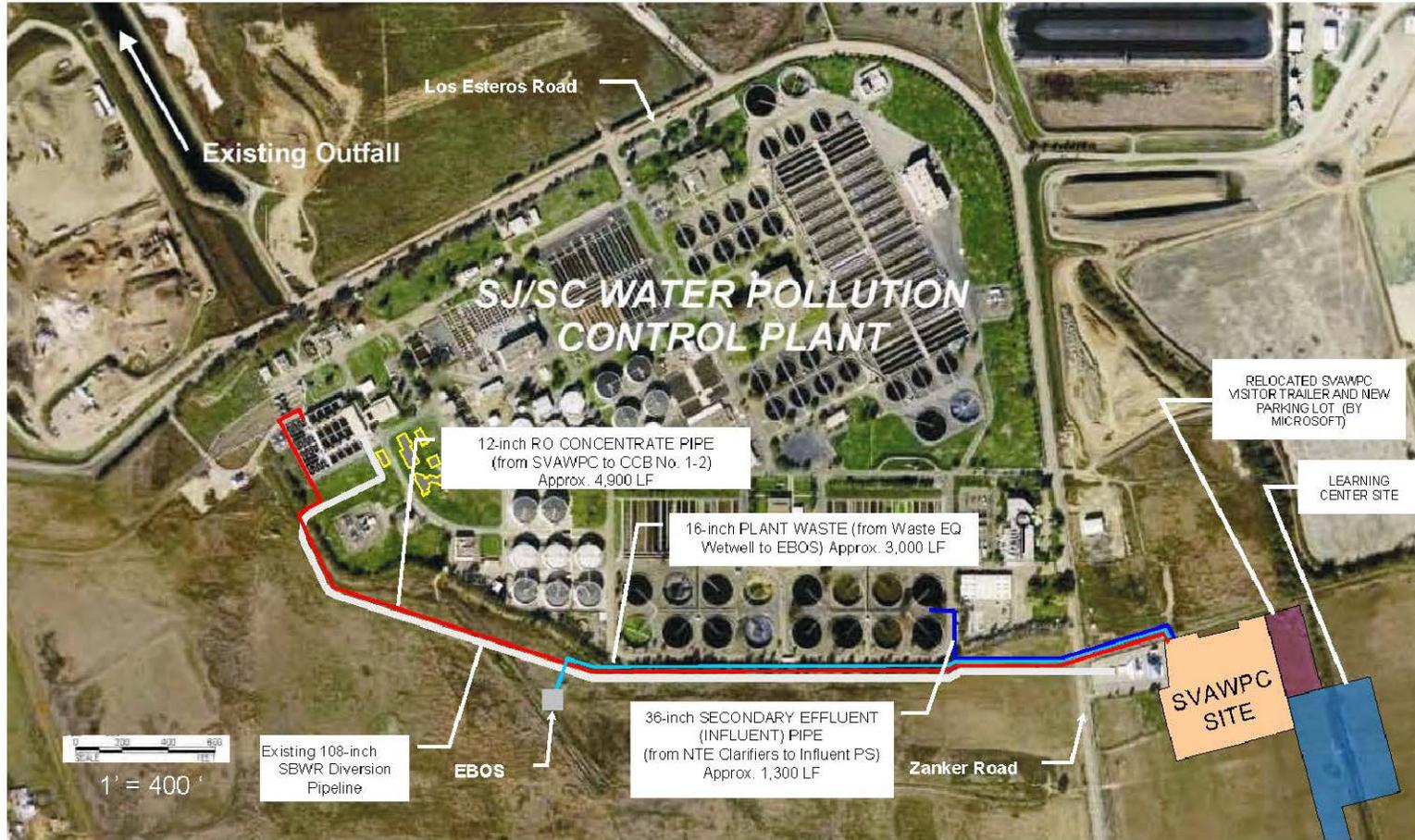
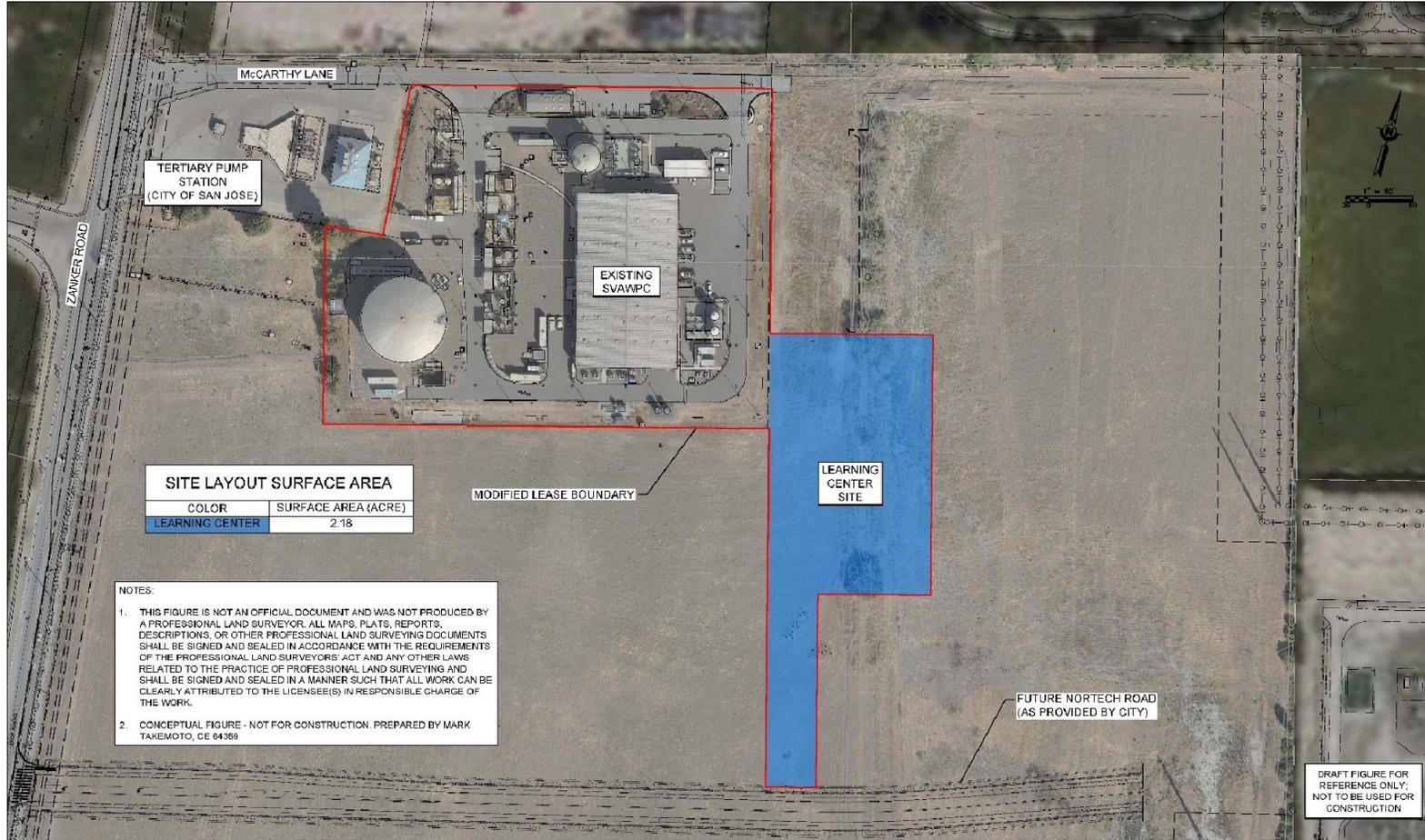
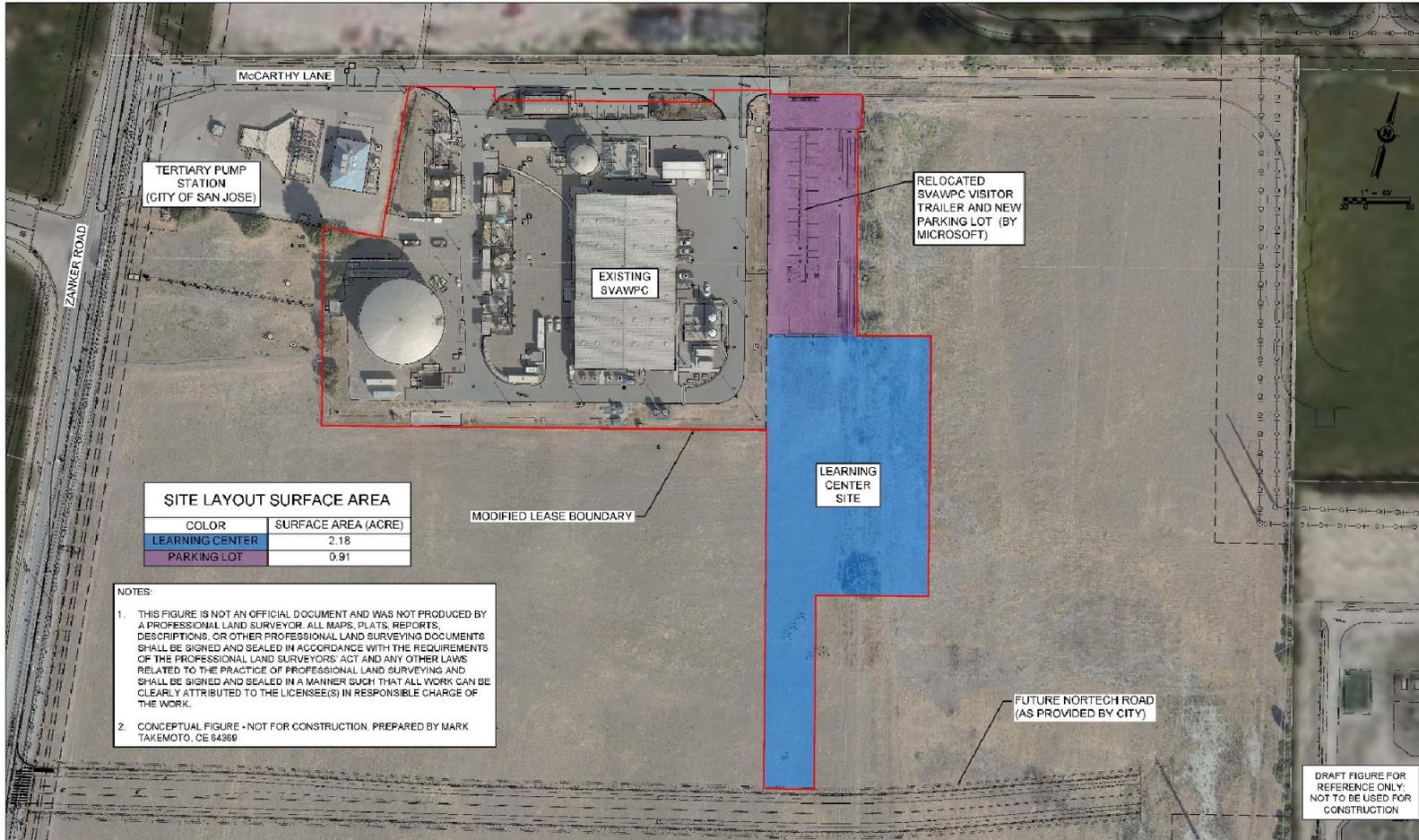


EXHIBIT A-1



**EXHIBIT B**



**EXHIBIT B-1**

**REVISED EXHIBIT C**

[[INSERT LEGAL PLAT MAP]]

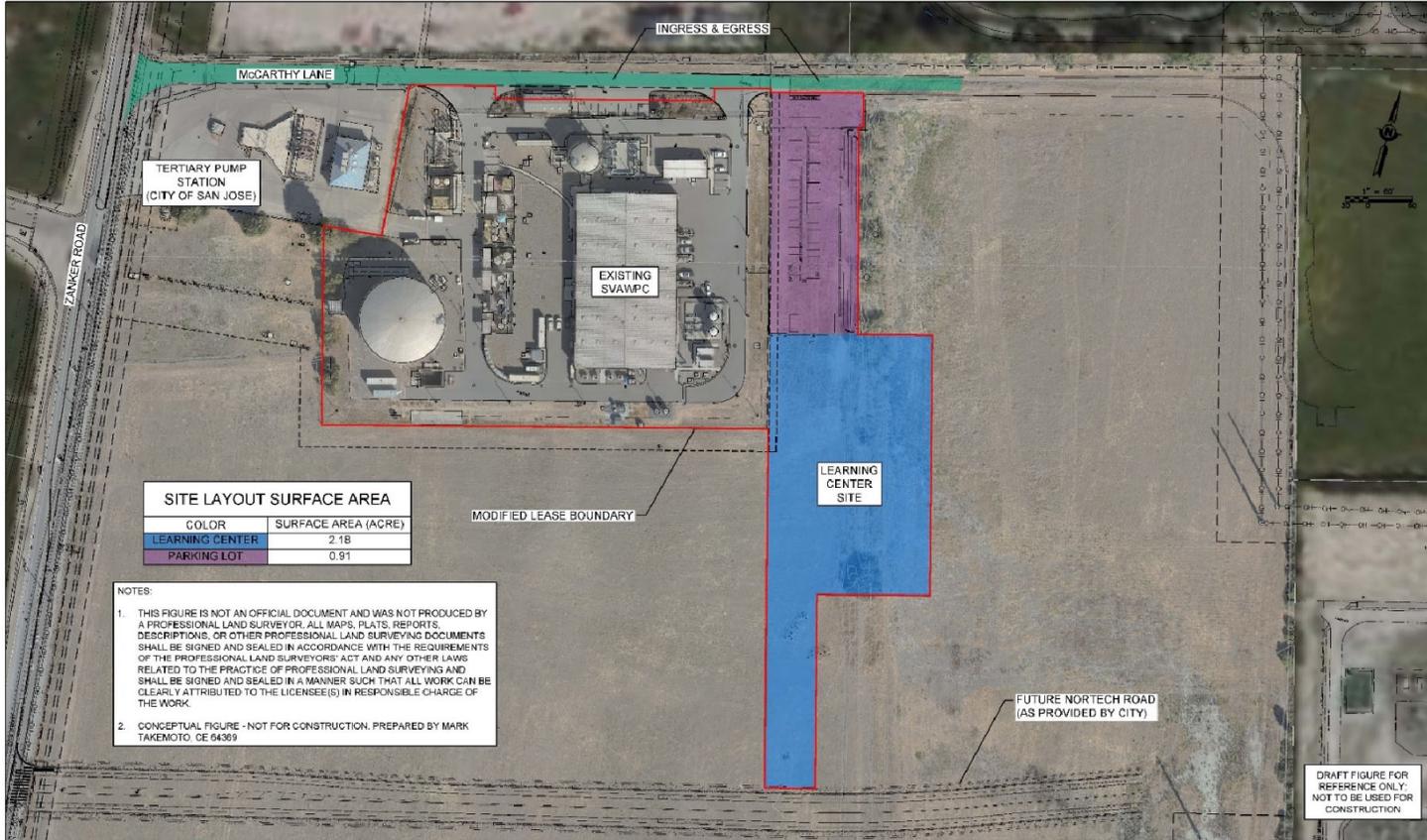


EXHIBIT C

## REVISED EXHIBIT D

### SPECIAL TERMS AND CONDITIONS FOR USE OF ANCILLARY PROPERTY

1. The Related Facilities shall be located on the Ancillary Property so as to avoid conflict and interference with existing and planned Plant facilities, improvements and uses. Final location of the Related Facilities and the boundaries of the Ancillary Property shall be subject to approval of City's Director.
2. Use of the Ancillary Property is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified in this permit. District shall make arrangements with holders of such prior rights.
3. The right to use the Ancillary Property is valid only as to the District and is not transferable.
4. No access shall be made until City has received a schedule for the proposed access, and a list of the names of all DISTRICT employees and contractors who will be entering the City Property under this Agreement.
5. DISTRICT shall be responsible for location and protection of all underground utilities and for avoiding any conflicts with any Plant facilities and/or operations. All underground utilities will be located by the DISTRICT and communicated to the City, and the method of filling the borehole will be disclosed. The final location of the borehole and method of drilling shall be approved by City's Wastewater Facility General Manager or designee on behalf of the City before drilling is to commence. As required by law, Underground Service Alert will be notified a minimum of 48 hours before any field work begins.
6. The right to use the Ancillary Property may be revoked, modified or canceled at any time by the City when required for Plant purposes; provided that City shall make all reasonable efforts to identify an alternate location on City property for any affected the Related Facilities.
7. Upon written notice of cancellation or revocation of the right to use the Ancillary Property, District shall restore City's Property to the condition prior to the granting of the right to use the Ancillary Property and then shall vacate City property. Should District neglect to restore the premises or structures to a satisfactory condition, the City may perform such work or have work performed, and District agrees to reimburse the City for all costs of the work so performed upon receipt of a statement therefore.
8. Trench safety has not been checked and is not implied with this grant of right to use. Compliance with Section 6705 of the Labor Code concerning trench excavation and the obtaining of a "Permit to Excavate" issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 shall be the responsibility of District.

9. District shall be responsible for compliance with California Labor Code Section 6300 (and following).
10. All backfill on the Ancillary Property shall be compacted to at least 90 percent relative compaction which shall be determined using maximum dry density based on ASTM D1557 laboratory test procedure. Field dry density and water content of soil should be determined following the ASTM D1556 or ASTM D2922 / ASTM D3017 standard procedure as applicable.
11. District will be responsible for verifying the location of the proposed work and facilities in the field.
12. District will be responsible to adjacent property owners for disturbances, including but not limited to noise and dust, caused by operations permitted hereunder.
13. District shall implement effective dust control measures to prevent dust and other airborne matter from leaving the site.
14. District will be responsible to return the City's Property to its original condition or better upon completion of the construction activity.
15. If weather or other adverse circumstances cause a public hazard or would interfere with Plant operations, use of the Ancillary Property shall be immediately discontinued.
16. No access will be allowed during or after storm events when the City Property is prone to damage. Before entering City Property, District shall assess the structural condition of any access roads/soil to ascertain whether or not the roadway/soil can support vehicles. Only if it is determined that the material is sound can vehicular traffic enter City property. If damage occurs, the District is required to report the damage to the City's Inspector within 48 hours of it occurring. District shall submit a work plan and schedule outlining the repair measures to be installed within one week of the damage occurring.
17. Construction materials and wastes, including drill cuttings shall be hauled offsite.
18. District shall submit to the City a fully completed "Import Material Certification Form" for any soils that will be placed or stored on City Property that do not originate from within the legal boundaries of such right of way.
19. Any damage caused to Plant structures, improvement, vegetation or landscaping including, but not limited to, fencing, maintenance road surfacing, and pipelines by reason of exercise of the right to use the Ancillary Property shall promptly be repaired at the cost of District to the satisfaction of the City. If the repair is not so performed by District, City shall have the right (but not the obligation) to perform the necessary repair. Upon receipt of the notice of repair costs, District agrees to promptly reimburse City for the repair costs incurred, plus an additional amount equal to ten

percent (10%) thereof for administrative overhead. The demand for payment by City shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by City on behalf of District.

20. District shall implement all measures necessary to mitigate environmental impacts of its activities, including but not limited to: dust control measures to avoid air quality impacts from fugitive dust; specific measures to avoid burrowing owl habitat and biological impacts, including but not limited to, conducting no more boring activities within fifty-(50) feet of any existing owl burrow; specific measures to avoid impacts to cultural resources, including but not limited to, having a qualified archaeologist onsite during the testing to examine any materials exposed during testing and make specific recommendations regarding appropriate mitigation that the District shall perform. In the event that any archaeological artifacts or human remains are encountered, all work shall stop immediately within fifty-(50) feet of the find, the City shall be contacted, and the archaeologist consulted. In the event of the discovery of any human remains, the County Coroner shall also be contacted to determine the appropriate disposition of the remains (to ensure there will be no impact on Native American or early historic era burials); and all measures identified in District mitigated negative declaration.
21. District agrees to waive, release, defend, indemnify and hold harmless City and its officers, agents, and employees against all claims for loss, damage, or liability arising out of the exercise of rights granted hereunder by District, its employees, agents, or contractors, whether for loss of or damage to property, or injury to or death of persons, including but not limited to any claims related to Hazardous Materials generated, stored, used, or disposed of by the Plant, provided however, DISTRICT shall not be responsible for any cleanup of Hazardous Materials not generated, stored, used, or disposed of, by DISTRICT. **DISTRICT ACKNOWLEDGES THAT IT IS AWARE THAT EXERCISE OF THE RIGHTS GRANTED MAY EXPOSE ITS EMPLOYEES, AGENTS, AND CONTRACTORS TO INHERENTLY DANGEROUS ACTIVITIES CONDUCTED BY THE CITY ON THE CITY PROPERTY AND DISTRICT IS VOLUNTARILY EXERCISING THE RIGHTS HEREBY GRANTED WITH KNOWLEDGE OF THE DANGER INVOLVED.**
22. NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE CITY.

## REVISED EXHIBIT E

### OPERATIONAL PARAMETERS

Treatment strategies and operational requirements for the DPR Demonstration Facility are specified in the Amended and Restated Agreement between the City of San José and the Santa Clara Valley Water District for Operation and Maintenance of the Silicon Valley Advanced Water Purification Center.

#### **TREATMENT STRATEGY**

Two different strategies were developed to provide additional flexibility for the SBWR system and to increase the tertiary filter capacity at the SJ/SC WPCP during winter periods. The summer period is defined from May through November and the winter period from December through April.

#### **Summer Operation**

Under the summer operation mode, the AWTF would utilize the microfiltration/reverse osmosis/ultraviolet (MF/RO/UV) treatment train to produce high-purity recycled water, which would be blended with SJ/SC WPCP tertiary effluent to meet the summer recycled water demands and the target SBWR TDS goal of 500 mg/L. The recycled water supply sources for the SBWR system during summer operations are summarized in Table 1.

Table 1: SBWR Supply Sources – Summer Operation

Supply Source	Projected Year 2010 Flows, mgd		Projected Year 2015 Flows, mgd		Projected Year 2020 Flows, mgd	
	Avg.	Max Day	Avg.	Max Day <sup>1</sup>	Avg.	Max Day <sup>1</sup>
ARWTF MF/RO/UV	6.50	8.00	8.00	8.00	8.00	8.00
SJ/SC WPCP Tertiary Effluent	6.70	12.70	9.50	19.40	13.80	26.10
<b>Total Combined Flow</b>	<b>13.20</b>	<b>20.70</b>	<b>17.50</b>	<b>27.40</b>	<b>21.80</b>	<b>34.10</b>

<sup>1</sup> ARWTF MF/RO/UV capacity may be less than desired to meet target SBWR TDS.

For summer operations, nitrified secondary effluent from SJ/SC WPCP conveyed to the AWTF would be pretreated by MF/UF, then demineralized through the RO process, and disinfected through UV disinfection. The AWTF product water would be stored in a 2.25 MG (useable volume) Product Water Storage Tank and flow paced, using a flow control valve, to the SBWR Transmission Pump Station (“TPS”) to blend with SJ/SC WPCP tertiary effluent.

#### **Winter Operation**

The low recycled water demand during the winter period (December-April) would enable the AWTF to meet this demand on its own, without blending with the SJ/SC WPCP

tertiary effluent and also capable of generally meeting a lower SBWR TDS goal of 400 mg/L. This would increase the tertiary filter capacity at the SJ/SC WPCP during winter periods. The recycled water supply sources for the SBWR system during winter operations are summarized in Table 2.

Table 2: SBWR Supply Sources – Winter Operation

Supply Source	Projected Year 2010 Flows, mgd		Projected Year 2015 Flows, mgd		Projected Year 2020 Flows, mgd	
	Avg.	Max Day	Avg.	Max Day <sup>1</sup>	Avg.	Max Day <sup>1</sup>
ARWTF MF/UV	1.00	4.20	2.00	4.00	2.50	4.60
ARWTF MF/RO/UV	2.00	4.10	2.00	5.40	2.40	4.80
SJ/SC WPCP Tertiary Effluent	0.00	0.00	0.00	1.60	0.00	4.30
<b>Total Combined Flow</b>	<b>3.00</b>	<b>8.30</b>	<b>4.00</b>	<b>11.00</b>	<b>4.90</b>	<b>13.70</b>

<sup>1</sup> ARWTF capacity may be sufficient to meet entire maximum day recycled water demand.

As indicated above in Table 2, the initial AWTF treatment capacities alone may not be sufficient to meet projected maximum day winter demands for year 2015 and 2020. If so, tertiary effluent from the SJ/SC WPCP would supplement flows from the AWTF.

During winter operations, nitrified secondary effluent from SJ/SC WPCP would be treated by the MF/UF membranes at the AWTF, but only a portion of the MF/UF filtrate would be demineralized by the RO process. The remainder of the MF/UF filtrate would be bypassed around the RO membranes and conveyed directly to the UV disinfection process. Bypass piping and isolation valves would be provided in the UV Disinfection System to dedicate a section of the UV System for disinfection of the MF/UF filtrate, and the remaining section of the UV System for disinfection of the RO permeate. The recommended flow split would result in a blended TDS in the range of 400 mg/L to 500 mg/L. During the summer, the entire RO permeate flow would be treated by the UV System.

## BRINE DISCHARGE STRATEGY

A brine stream up to 2 million gallons per day (mgd) with 10,000 mg/L dissolved solids or comparable mass discharge consisting of the reject water from the reverse osmosis component of the Advanced Water Treatment Facility may be returned to a selected location in the chlorine contact facility or other specified location at the San Jose/Santa Clara Water Pollution Control Plant (Plant) designated for direct discharge to the effluent outfall channel facilities, provided that the discharge of such material is compatible with the ability of the Plant to meet its National Pollutant Discharge Elimination System (NPDES) permit as administered by the San Francisco Bay Regional Water Quality Control Board or the State Water Resources Control Board. In the event that the quality of water discharged from the Plant fails to meet required limits or is anticipated to fail to meet required limits based on current trends, CITY will investigate the source of the water quality problem. CITY's investigation will include but

will not be limited to tests to determine the source of constituent concentration or toxicity contributing to the Plant's failure to meet regulatory limits, including tests of various influent sources of flow into the Plant including the AWTF brine stream. In the event that the AWTF brine stream is determined to be the source of constituent concentration or toxicity contributing to the Plant's failure to meet regulatory limits, CITY will discuss alternatives with DISTRICT prior to taking corrective actions which may include interrupting or suspending discharge of the brine stream to the Plant, or requiring District to make other arrangements for brine disposal in order to continue to operate the Advanced Water Treatment Facility.

#### **LIMITATIONS ON PROVISION OF SECONDARY TREATED WASTEWATER AND AWTF PRODUCT WATER**

District understands and acknowledges that City is charged with the responsibility to operate the Plant and its City's sewage systems in a manner which it determines to be most beneficial to the users thereof and that factors beyond the control of City could cause operational difficulties at the Plant or in the sewage system resulting in the need to temporarily reduce or suspend the provision of secondary effluent to District. The rights of District to secondary effluent under this Agreement pertain only to the secondary treated effluent which actually is provided by the Plant to the AWTF. Nothing contained herein shall be construed to qualify in any manner City's right to operate the Plant at such level as it determines, in its absolute discretion to be appropriate, or to discontinue the operation of the Plant. Any right of District to secondary treated effluent pursuant to this Agreement shall be subordinate to the rights and responsibilities of City as herein set forth. In the event that City temporarily reduces or suspends provision of secondary effluent to District, City shall use its best efforts to re-establish the production of secondary effluent of a suitable quality and quantity as soon as reasonably possible and shall re-establish District's supply of such water accordingly.

City recognizes that factors beyond the control of District could cause operational difficulties at the AWTF resulting in the need to temporarily reduce or halt the production of AWTF product water. In such cases, District may temporarily reduce or suspend provision of AWTF product water to City. District shall use its best efforts to re-establish the production of AWTF product water of a suitable quality and quantity as soon as reasonably possible and shall re-establish City's supply of such water accordingly.

## REVISED EXHIBIT F

### HAZARDOUS MATERIALS

In addition to complying with the provisions set forth earlier in this Ground Lease, District agrees to the following provisions:

1. Notification Requirements. District shall be solely and fully responsible for:
  - (a) notifying the appropriate public agencies of any Hazardous Material release which occurs on the Premises, or is caused by or results from the activities of District, District's officers, agents, employees, contractors, permittees or invitees on the Land other than the Premises;
  - (b) immediately after learning thereof, notifying City of any Hazardous Material release which occurs on the Premises, regardless of whether the release was caused by or results from District's activities or is in a quantity that would otherwise be reportable to a public agency, or which occurs on the Land other than the Premises and is caused by or results from the activities of District. District's officers, agents, employees, contractors, permittees or invitees, regardless of whether the release is in a quantity that would otherwise be reportable to a public agency.;
  - (c) giving immediate written notice to Landlord of:
    - (i) any enforcement, remediation, or other regulatory action or order, taken or threatened, by any Agency regarding, or in connection with, the presence, release or threat of release any Hazardous Material on, under, about, or from the Premises, or any tanks on the Premises, or otherwise resulting from District's use of the Premises;
    - (ii) all demands or claims made or threatened by any third party against District or District's Parties or the Premises relating to any liability, loss, damage, or injury resulting from the presence, release, or threat of release any Hazardous Materials on, under, about, or from the Premises or otherwise resulting from District's use of the Premises;
    - (iii) all incidents or matters where District and District's Parties are required to give notice to any Agency pursuant to applicable Environmental Laws.
  - (d) promptly providing Landlord with copies of all materials, reports, technical data, Agency inspection reports, notices and correspondence, and other information or documents relating to incidents or matters subject to notification hereunder; and
  - (e) promptly furnishing to Landlord copies of all permits, approvals, and registrations District receives or submits with respect to District's operations on the Premises, including, without limitation, any underground storage tank registrations, installation permits, and closure permits.

2. Liability. District shall be solely and fully responsible and liable for:
  - (a) any Hazardous Material Release which is caused by or results from the activities of District, District's officers, agents, employees, contractors, or subcontractors on the Land.
  - (b) any Hazardous Material Release which is caused by or results from the activities of permittees or invitees on the Land if the same was caused by the negligent or intentional misconduct of District.
  - (c) any Hazardous Material release that commences during the term of the Ground Lease on the Premises, unless District establishes through investigation, sampling, testing and analysis acceptable to the City, that the release was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.
3. Prevention of Release. District shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Land, including, but not limited to any release into soil, groundwater, or the City's sewage or storm drainage system.
4. Obligation to Investigate and Remediate. District, at District's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:
  - (a) any release or danger of release of Hazardous Material on the Land other than the Premises, including, but not limited to, into soil or groundwater, or the City's sewage or storm drainage system, which was caused, or results, in whole or in part from the activities of District, District's officers, agents, employees, contractors, and subcontractors;
  - (b) any Hazardous Material release which is caused by or results from the activities of permittees or invitees on the Land if the same was caused by the negligent or intentional misconduct of District;
  - (c) any release or danger of release of Hazardous Materials which commenced during the term of this Ground Lease and which is discovered on the Premises, unless District establishes through investigation, sampling, testing and analysis acceptable to City, that the release was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors or permittees or solely by migration of Hazardous Materials onto the Premises from a source off the Premises.

Unless an emergency situation exists that requires immediate action, Landlord's written approval of these actions will first be obtained, and the approval will not be unreasonably withheld. Landlord's right of prior approval of these actions includes, but is not limited to, the selection of any environmental consultant to perform work on or related to the Premises, the scope of work, and sampling activities to be performed by the consultant before the report is final. District will provide Landlord with at least three (3) business days' advance notice of any sampling, and upon request of Landlord, will split samples with Landlord. District will also promptly provide Landlord with the results of any test, investigation, or inquiry conducted by or on behalf of District or District's Parties in connection with the presence or suspected presence of Hazardous Materials on, under, about, or

from the Premises. District must notify Landlord in advance and give Landlord the right to participate in any oral or written communications with regulatory agencies concerning environmental conditions on or arising from the Premises. Within thirty (30) days after District's completion of any remediation of the Premises, District must deliver to Landlord a letter from the applicable Agency stating that the remediation was undertaken in accordance with all applicable Environmental Laws and that any residual contamination remaining after the remediation does not pose a threat to human Health or the environment.

The failure to promptly commence remediation and provide City with a schedule for diligent completion of the remediation which thirty (30) days after discovery of such release, or danger of release, of Hazardous Material (or such additional time period of time that is reasonably necessary under the circumstances) shall constitute prima facie evidence of failure to promptly commence remediation. In addition to all other rights and remedies of City hereunder, if District does not promptly commence, and diligently pursue to remediate, any such release, or danger of release, of Hazardous Materials, City, in its discretion, may pay to have same remediated and District shall reimburse City within fifteen (15) business days of City's demand for payment. The reasonable payment by City shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by City on behalf of District.

5. Landlord's Right of Entry and Testing. Landlord and Landlord's representatives have the right, but not the obligation, at any reasonable time to enter onto and to inspect the Premises and to conduct reasonable testing, monitoring, sampling, digging, drilling, and analysis to determine if Hazardous Materials are present on, under, or about the Premises and to review and copy any documents, materials, data, inventories, financial data, or notices or correspondence to or from private parties or governmental authorities (collectively, "Inspection"). If the Investigation indicates the presence of any environmental condition that occurred during the Term as a result of District's or District's Parties' activities, or failure to act where District had a duty to act, in connection with the Premises, District will reimburse Landlord for the cost of conducting the tests.
6. Environmental Assessment. Landlord may require District to retain a duly licensed environmental consultant acceptable to Landlord that will perform an environmental compliance audit of the Premises and District's business activities and compliance with the provisions of this Exhibit F. Landlord may require District to cause the environmental compliance audit to be conducted on an annual basis, the cost of which will be the sole responsibility of District. If the results of the environmental compliance audit indicate that District is or may be in violation of this Exhibit F, District will be responsible for the cost of any additional testing required by Landlord. District must promptly provide a copy of the report from the consultant to Landlord upon receipt, and upon request must promptly provide to Landlord a copy of all data, documents, and other information prepared or gathered in connection with the report. District acknowledges that District has been provided an adequate opportunity to conduct District's own environmental investigation of the Premises with independent environmental experts and consultants.

7. Indemnification. District shall defend, indemnify and hold City harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials) which City may sustain as a result of:

- (a) any Hazardous Material release on the Property other than the Premises, including, but not limited to any release into soil or groundwater, or the City's sewage or storm drainage system, which is caused by or results directly from the activities of District, District's officers, agents, employees, contractors, and subcontractors; or
- (b) District's breach of any prohibition or provision of this Exhibit F.
- (c) The presence of any Hazardous Materials on or under the Premises during the Term or any Hazardous Materials on or from the Premises which commenced during the Term, including, but not limited to any release into soil or groundwater, except a release which District establishes, through investigation, sampling, testing and analysis acceptable to the City, was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors or permittees or by migration of Hazardous Materials onto the Premises from an identified source off the Premises.

This obligation by District to indemnify, protect, defend, and hold harmless Landlord Indemnities includes, without limitation, costs and expenses incurred for or in connection with any investigation, cleanup, remediation, monitoring, removal, restoration, or closure work required by the Agencies because of any Hazardous Materials present on, under, or about the Premises; the costs and expenses of restoring, replacing, or acquiring the equivalent of damaged natural resources if required under any Environmental Law; all foreseeable consequential damages; all reasonable damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises; all reasonable sums paid in settlement of claims; reasonable attorney's fees; litigation, arbitration, and administrative proceeding costs; and reasonable expert, consultant, and laboratory fees. Neither the written consent of Landlord to the presence of Hazardous Materials on or under the Premises, nor the strict compliance by District with all Environmental Laws, will excuse District from the indemnification obligation.

This indemnity will survive the expiration or termination of this Agreement. Further, if Landlord detects a deficiency in District's performance under this indemnity and District fails to correct the deficiency within ten (10) days after receipt of written notice from Landlord, or such other period of time that is deemed reasonable by the parties under the circumstances, Landlord has the right to join and participate in any legal proceedings or actions affecting the Premises that are initiated in connection with any Environmental Laws. However, if the correction of the deficiency takes longer than ten (10) days, Landlord may

join and participate if District fails to commence corrective action within the ten (10) day period and after that diligently proceeds to correct the deficiency.

8. Release of Claims Against City. District releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which District may now have, or which may hereafter accrue on account of or in any way growing out of all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Material for which District is responsible and liable under this Ground Lease. District understands and agrees that District is hereby waiving all such rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States. Said section reads as follows:

“1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

9. (a) Cessation of Activities. District shall cease its activities on the Premises to the extent reasonably requested by City, if City determines, in its reasonable opinion, that such cessation is necessary to investigate, cure or remediate any release of Hazardous Materials. District shall not recommence its activities on the Premises until notified by City that such release or danger of release of Hazardous Material has been investigated, cured, and remediated in a manner satisfactory to the City.

(b) Abatement of Fees and Charges on Premises. District shall not be entitled to an abatement of any fees or charges due under this Ground Lease after District has been requested to cease activities for investigation, cure, or remediation of Hazardous Materials on the Premises, except if District establishes, through investigation, sampling, testing and analysis that the presence of Hazardous Materials on the Premises was due to any event for which District is not responsible and liable under this Ground Lease.

10. Records and Inspections.

(a) District shall maintain, during the term of this Ground Lease and for a period of not less than four (4) years after the expiration or termination of this Ground Lease, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate daily records pertaining to the use, handling and disposal of any Hazardous Material(s) by District, District's officers, agents, employees, contractors, permittees or invitees on or from the Land.

(b) Upon request by City, District shall furnish City with such daily records, and such other documentation or reports as Director, from time to time, and at any time during the term of this Ground Lease, may reasonably require pertaining to the use, handling and disposal of any Hazardous Material(s) by District, District's

officers, agents, employees, contractors, permittees or invitees on or from the Land.

(c) On the date that is one year from the commencement of the Term and annually after that, District must provide Landlord with a letter certifying that District has complied with all applicable Environmental Laws and the requirements of all applicable Agencies and that to the best of District's knowledge no soil or groundwater contamination has occurred on or originated from the Premises.

(d) After the expiration of four (4) years following the termination of this Ground Lease, District may destroy the records pertaining to the use, handling and disposal of any Hazardous Material(s) by District, District's officers, agents, employees, contractors, permittees or invitees on or from the Land, provided, however, that District shall notify City no later than sixty (60) days prior to any proposed destruction of any of said records and shall upon request by City within thirty (30) days after such notice is received.

11. No Third Party Beneficiaries. Nothing contained in this Exhibit shall be construed as conferring any benefit on any person not a party to this Ground Lease, nor as creating any right in any person not a party to this Ground Lease to enforcement of any obligations created under this Ground Lease.

12. Survival of Obligations. Each party's obligations under this Ground Lease shall survive the expiration or earlier revocation or suspension of this Ground Lease.

## REVISED EXHIBIT G

### INSURANCE REQUIREMENTS

DISTRICT, at DISTRICT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by DISTRICT, its agents, representatives, employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Commercial Form Number CG 0001 on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate; and
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles with a limit no less than \$5,000,000 per accident for bodily injury and property damage; and
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease; and
4. Pollution Liability with limits no less than \$5,000,000 per contamination incident and \$5,000,000 in the aggregate. Policy shall at a minimum cover on-site and off-site liability including third-party injury and property damage claims, transportation, clean-up costs, as a result of pollution conditions; and
5. Property insurance covering the AWTF, the Related Facilities, and all Subsequent Alterations and Improvements upon the Premises on an "all risk" basis with limits at full replacement cost. Coverage is to include the flood peril with minimum limits of \$5,000,000.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

Any limit requirement may be met with any combination of primary and excess coverage, so long as the excess coverage is written on a follow form or Umbrella basis.

## **B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to CITY's Risk Manager.

## **C. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. Commercial General Liability and Automobile Liability Coverages**

- a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, DISTRICT; products and completed operations of DISTRICT; premises owned, leased or used by DISTRICT; and automobiles owned, leased, hired or borrowed by DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees and agents.
- b. DISTRICT's insurance coverage shall be primary and non-contributory insurance as respects CITY, its officers, employees, and agents.
- c. Any failure to comply with reporting provisions of the policies by DISTRICT shall not affect coverage provided CITY, its officers, employees, or agents.
- d. Coverage shall state that DISTRICT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, and agents.

### **2. Property and Workers' Compensation and Employers' Liability**

Coverage shall contain waiver of subrogation in favor of the CITY, its officers, employees, and agents.

### **3. Property**

Policy shall contain a loss payable clause in favor of CITY as its interest may appear.

### **4. Claims Made Coverages**

If coverage is obtained on a “claims made” policy form, the retroactive date shall precede the date services were initiated with the CITY and the coverage shall be maintained for a period of five (5) years after termination of services under this Agreement.

## 5. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If insurer will not provide 30 days' notice, DISTRICT will be responsible for providing notice to the City within the same time frames described.

### **D. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

### **E. Verification of Coverage**

DISTRICT shall furnish CITY with certificates of insurance and copies of endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov):

Certificate Holder  
City of San Jose  
Finance Risk Management & Insurance  
200 East Santa Clara Street, 14th Floor Tower  
San Jose, CA 95113

### **F. Subcontractors**

DISTRICT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

### **H. Self-Insurance**

The Pollution Liability requirement of this section may be satisfied by the provision of similar coverage through self-insurance program and such self-insurance shall be certified in writing with an “Affidavit of Insurance.”

**REVISED EXHIBIT H**  
**PREVAILING WAGE REQUIREMENTS**

**I. Remedies For District's Breach Of Prevailing Wage/Living Wage Provisions.**

**A. General.** District acknowledges that it has read and understands that, pursuant to the terms and conditions of this Ground Lease, it is required to pay workers either a prevailing or living wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") District further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Pay workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San José because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San José.
4. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

**B. Withholding of Payment.** District agrees that the Documentation Provision is critical to the City's ability to monitor District's compliance with the Wage Provision and to ultimately achieve the Goals. District further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Provision.

In light of the critical importance of the Documentation Provision, the City and District agree that District's compliance with this Provision, as well as the Wage Provision, is an express condition of this Ground Lease, and that failure to comply with this provision is a breach of this Ground Lease.

**C. Liquidated Damages for Breach of Wage Provision.** District agrees its breach of the Wage Provision would cause the City damage by

undermining the Goals, and City's damage would not be remedied by District's payment of restitution to the workers who were paid a substandard wage. District further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and District mutually agree that making a precise determination of the amount of City's damages as a result of District's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, District shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights.** All records or documents required to be kept pursuant to this Ground Lease to verify compliance with the Wage Provision shall be made available for audit at no cost to the 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 available at District's address indicated for receipt of notices in this Ground Lease.

## **II. Instructions to Obtain Prevailing Wage Determination**

A copy of the current General Prevailing Wage Determination made by the Director of Industrial Relations may be obtained from the Office of Equality Assurance at:

Office of Equality Assurance  
200 E. Santa Clara Street  
San José, CA 95113  
Phone: 408.535.8430  
Fax: 408.292.6270

For internet access to current wage rates and benefit information, you may contact the California Department of Industrial Relations web site at <http://www.dir.ca.gov/>. To access and print current prevailing wage rates directly, go to <http://www.dir.ca.gov/DLSR/PWD>. On the General Prevailing Wage Determination screen, scroll down and follow the directions until you locate the trade applicable to your contract. Prevailing wages for City of San José contracts will be found under:

- Step One Statewide,
- Step Two (A) Northern California, or
- Step Four for Santa Clara County

## Effective Dates of Determination and of Rates within Determination

Contractors are advised that rates determined by the Department of Industrial Relations are subject to change during the term of this contract as described below.

Effective date of determination. All determinations issued by the Director of the Department of Industrial Relations will be effective ten (10) days after issuance. Determinations issued by the Director will show an issue date and will ordinarily show an expiration date. All determinations will remain in effect until their expiration date or until modified, corrected, rescinded or superseded by the Director. Contractors are advised to note the expiration date on the prevailing wage classification identified for this solicitation and the asterisk (\*) as explained in the paragraph below.

Meaning of single and double asterisks. Prevailing wage determinations with a single asterisk (\*) after the expiration date (which are in effect on the date of advertisement for bids) remain in effect for the life of the project. Prevailing Wage determinations with double asterisks (\*\*) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payment to be paid for work performed *after* this date have been predetermined. If work is to be extended past the rate expiration date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 703-4774.

All determinations that do not have the double asterisks (\*\*) after the expiration date remain in effect for the life of the contract.

**EXHIBIT I**

Recording Requested by:  
City of San José, a  
municipal corporation of  
the State of California

When recorded, return to:  
City Clerk's Office  
200 East Santa Clara Street  
San José, CA 95113-1905

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**MEMORANDUM OF  
FIRST AMENDMENT TO GROUND LEASE AND PROPERTY USE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AND PROPERTY USE AGREEMENT ("Memorandum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the City of San José, a charter city, as administering agency for the San José/Santa Clara Water Pollution Control Plant ("Landlord") and the SANTA CLARA VALLEY WATER DISTRICT, a California special district ("District").

1. Lease. The provisions set forth in a written Ground Lease and Property Use Agreement between the parties hereto, dated March 2, 2010, but effective July 1, 2010, as amended by the First Amendment to Ground Lease and Property Use Agreement, dated \_\_\_\_\_, (as amended, the "Amended Lease") are incorporated by reference into this Memorandum. The Amended Lease is on file with the City Clerk's Office of the City of San José.
2. Premises. The Premises that are the subject of the Amended Lease are as more particularly described in Exhibit A attached hereto.
3. The Amended Lease term commenced on July 1, 2010, and shall terminate at 11:59 pm on June 30, 2065, subject to early termination in accordance with the Amended Lease.
4. The purpose of this Memorandum is to give notice of the existence of the Amended Lease, which itself constitutes the agreement between the parties.

**AMENDED AND RESTATED  
AGREEMENT BETWEEN THE CITY OF SAN JOSE  
AND THE SANTA CLARA VALLEY WATER DISTRICT  
FOR OPERATION AND MAINTENANCE  
OF THE SILICON VALLEY ADVANCED WATER PURIFICATION CENTER**

This First Amended and Restated Agreement (Agreement) is entered into this \_\_\_\_ day of [INSERT], 2025, by the City of San José (“City”) and the Santa Clara Valley Water District (District), for the Operation and Maintenance of the Silicon Valley Advanced Water Purification Center (the “Amendment”). The District and the City are sometimes collectively referred to in this Amendment as the “Parties” and individually referred to as the “Party”.

**RECITALS**

- A. On October 23, 2012, the Parties entered into an agreement entitled “Agreement between the City of San Jose and the Santa Clara Valley Water District for Operation and Maintenance of the Silicon Valley Advanced Purification Center”.
- B. The Advanced Water Treatment Facility (“AWTF”) formally named the Silicon Valley Advanced Water Purification Center (“SVAWPC”), started operations in March 2014 to treat up to twelve (12) million gallons per day (mgd) of Plant secondary effluent, to increase the production of non-potable recycled water through microfiltration; enhance the quality of non-potable recycled water quality through the provision of up to eight (8) mgd of reverse osmosis treated water for blending with the Plant’s existing recycled water; and offset the demand for development of new sources of water supply for Santa Clara County.
- C. District wishes to construct and operate a Direct Potable Reuse (“DPR”) Demonstration Facility to demonstrate safety and feasibility of DPR, with the goal to eventually construct and operate a Full-Scale DPR Facility to provide benefits for the potable water supply to the City and County of Santa Clara.
- D. The DPR Demonstration Facility will have a projected capacity production of up to 0.5 million gallons per day (mgd) of purified water that may be blended with existing recycled water produced by the San José/Santa Clara Water Pollution Control Plant (“Plant”). The DPR Demonstration Facility will result in the production of reverse osmosis concentrate (“ROC”) which the Parties intend to be comingled with the current ROC stream from the AWTF and discharged through the outfall of the Plant.
- E. The Parties desire to amend the Agreement to adjust the Parties’ roles and responsibilities with respect to the operation and maintenance of the AWTF, with respect to this DPR Demonstration Facility.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1 DEFINITIONS.**

For the purpose of this Agreement, the definitions contained in First Revised Exhibit A of this Agreement shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement but instead defined in the Ground Lease Agreement or Integration Agreement, then the definition of such word or phrase in the Ground Lease Agreement or Integration Agreement, as applicable, shall control.

**ARTICLE 2 TERM.**

The term of this Agreement shall be from the date set forth in the introductory paragraph of this Agreement through June 30, 2065, or upon termination of the Ground Lease Agreement or Integration Agreement, whichever is earlier in time.

**ARTICLE 3 DISTRICT OPERATION AND MAINTENANCE OBLIGATIONS.**

A. Production of Advanced Treated Recycled Water and DPR Demonstration Facility Product Water.

1. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to collectively accept up to twelve (12) mgd of Secondary Effluent from the WPCP. Up to 0.5 mgd of the twelve (12) mgd of Secondary Effluent shall be for the DPR Demonstration Facility. The Parties reserve the right to mutually assess and quantify the increase in the Secondary Effluent capacity in the event that additional reverse osmosis membranes are added, provided the Secondary Effluent complies with the standards set forth in Table 1 of Exhibit B.

2. District shall operate and maintain the SVAWPC to produce Product Water.

3. District shall operate and maintain the DPR Demonstration Facility to produce DPR Demonstration Facility Product Water to demonstrate the safety and feasibility of DPR-

4. District shall blend recycled water produced by WPCP ("Tertiary Effluent") with Product Water in accordance with Exhibit E of the Ground Lease, to produce Blended Product Water.

5. DPR Demonstration Facility Product Water may fluctuate. District intends to use up to ten (10) percent of DPR Demonstration Facility Product Water on an average monthly basis for DPR bottling and outreach purposes and commits to provide the balance of the DPR Demonstration Facility Product Water to blend with Tertiary Effluent produced by WPCP in accordance with Subsection 4.

6. District shall establish reasonable operating procedures and maintenance schedules; and provide all tools, equipment, vehicles, materials, supplies and qualified personnel reasonably necessary to operate and maintain the SVAWPC.

7. District shall obtain and maintain a valid water reclamation permit from the Regional Water Quality Control Board (“Regional Board”) pursuant to review by the California Department of Public Health (“CDPH”) to operate and maintain the SVAWPC and DPR Demonstration Facility, as required by the Regional Board.

8. City recognizes that factors beyond the control of District could cause operational difficulties at the SVAWPC and DPR Demonstration Facility resulting in the need to temporarily reduce or halt the production of SVAWPC Product Water and/or DPR Demonstration Facility Product Water to City. District shall use its best efforts to re-establish the production of SVAWPC Product Water and/or DPR Demonstration Facility Product Water, of a suitable quality and quantity as soon as reasonably possible and shall re-establish City’s supply of such water accordingly.

**B. SVAWPC and DPR Demonstration Facility Wastewater Discharge.**

1. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to ensure that wastewater discharged by the SVAWPC and DPR Demonstration Facility to the WPCP chlorine contact tanks complies with the limitations set forth in Table 3.A of First Revised Exhibit B (“Reverse Osmosis Reject”).

2. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to ensure that wastewater discharge from the SVAWPC and DPR Demonstration Facility to the emergency basin overflow structure tanks complies with the limitations set forth in Table 3.A of First Revised Exhibit B (“Waste Stream Discharge”).

The SVAWPC Waste Stream Discharge to the emergency basin overflow structure may include the following:

- a. Membrane filtration backwash waste
- b. Membrane filtration clean-in-place neutralized waste
- c. Membrane filtration maintenance neutralized waste
- d. Reverse osmosis clean-in-place neutralized waste
- e. Reverse osmosis membrane flush water
- f. Miscellaneous process drains
- g. Strainer backwash waste
- h. Process building sanitary waste
- i. Process building floor drains
- j. Chemical storage containment area rain water
- k. Storm water flows

The DPR Pilot and Demonstration Facility Waste Stream Discharge to the emergency basin overflow structure may include the following:

- a. Membrane filtration backwash waste
- b. Membrane filtration clean-in-place neutralized waste

- c. Membrane filtration maintenance neutralized waste
- d. Reverse osmosis clean-in-place neutralized waste
- e. Reverse osmosis membrane flush water
- f. Miscellaneous process drains
- g. Strainer backwash waste
- h. Demonstration Facility sanitary waste
- i. Demonstration Facility floor drains
- j. Chemical storage containment area rainwater
- k. Storm water flows
- l. DRP Pilot Facility Product Water

3. District shall not contribute to or cause to be contributed to the WPCP wastewater treatment system ("WPCP System") any waste or any pollutant that could:

- a. Causes Interference with the WPCP System; or
- b. Damages the WPCP system; or
- c. Results in or significantly contribute to a violation of WPCP effluent limitations, whether narrative or numeric, including acute and chronic toxicity, or any other requirement of City's National Pollutant Discharge Elimination System ("NPDES") permit in effect at any time.

4. District shall not create any hazard to the public safety, the environment, or to WPCP's personnel.

5. District shall not discharge, or cause to be discharged, to the WPCP System any of the following:

- a. Any solid or viscous substance in quantities that is capable of causing obstruction in the flow in the WPCP System, that could interfere with the proper operation of the WPCP System or the treatment of sanitary sewage or industrial waste, or that would require unusual attention or expense to handle, process or treat.
- b. Flammable liquid, solid, vapor, or gas or other substance including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 deg F (60 deg C) using the test methods specified in 40 Code of Federal Regulations (CFR) § 261.21.
- c. Liquid, solid, vapor, gas, or other substance having or developing a temperature of 150 deg F or more, or which may cause the temperature of the WPCP System to exceed 104 deg F (40 deg C).
- d. Solid, liquid, vapor, gas, or other substance which is so malodorous or noxious that their discharge into the sanitary sewer system would cause a public nuisance.
- e. Any substance which results in the presence of toxic gases, fumes or vapors in the WPCP System or on the WPCP premises in a quantity that may cause acute health and/or safety problems for workers on the WPCP premises.
- f. Any radioactive wastes, except by persons authorized to discharge, and the discharge is in strict conformance with (California Radiation

Control Regulations, title 17, Chapter 5, Subchapter 4, Section 30100 et seq.), and federal regulations and recommendations for safe disposal of such waste.

- g. Any industrial waste containing the toxic substances specified under San Jose Municipal Code Section 15.14.585.A; toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to injure or cause an Interference with WPCP System or pass through the WPCP System, or in sufficient quantity to constitute a hazard to humans or animals, or in sufficient quantity to create a hazard for humans, or aquatic life in any waters receiving effluent from the sanitary sewer system, or which may create a hazard in the use or disposal of sewage sludge.

If the District violates Article 3(B)(5), the District shall immediately cease any discharge from the SVAWPC and DPR Demonstration Facility to the WPCP System. Each parties' liability for any damages arising from a violation of Article 3(B)(5) shall be consistent with Section 16 of the Amended Ground Lease Agreement.

6. District is prohibited from allowing Slug Discharges from entering the WPCP System. District shall operate and maintain the SVAWPC and DPR Demonstration Facility in a manner that would protect the WPCP System from Slug Discharges of restricted materials, or other substances regulated under the City's NPDES Permits.

7. District shall immediately cease discharge of waste streams to the WPCP upon notice from City that the discharge may be adversely impacting the WPCP wastewater treatment process, or the ability of the WPCP to meet the requirements of the NPDES Permits.

C. Sampling and Monitoring.

1. District shall conduct SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A. and Table 3A) wastewater discharge monitoring and provide monitoring information to the City to supplement its NPDES Monitoring and Reporting Program. The purpose of this monitoring is to assess potential impacts associated with the discharge of Reverse Osmosis Reject on the City's ability to comply with NPDES permits requirements. The Parties agree that amendments to, changes in interpretation of, or other changes to the City's NPDES permits may require the District to modify monitoring of the SVAWPC and DPR Demonstration Facility wastewater discharge.

2. District shall adhere to the initial schedule for sampling and analyses provided in Table 3.A of First Revised Exhibit B. The schedule for sampling and analyses shall also be incorporated into the SVAWPC Operation and Maintenance Manual. The Parties may mutually agree to written modification of Table 3.A of First Revised Exhibit B. District also agrees to conduct monitoring efforts not mandated by the City's NPDES permits of the SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A and Table 3A)) wastewater discharge at reasonable detection

levels to provide tracking of potential impacts on the City wastewater treatment system and/or ability to comply with NPDES permits requirements due to discharge of the SVAWPC and DPR Demonstration Facility wastewater discharge to the WPCP.

3. District shall establish, implement, and maintain a water quality monitoring program to collect and test representative samples of Product Water and Blended Product Water to verify compliance with specifications set forth in Table 2 of First Revised Exhibit B.

4. District shall establish, implement, and maintain a water quality monitoring program to collect and test representative samples from wastewater discharged by the SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A. and Table 3A.) to verify compliance with specifications set forth in Table 3.A of First Revised Exhibit B.

5. The locations for sampling and monitoring shall be as described in First Revised Exhibit B. Sample collections shall be coordinated with the City's monitoring efforts to facilitate accurate and timely reporting of monitoring information.

6. District shall provide the City with reasonable access to sample locations on the Product Water and DPR Pilot and Demonstration Facility Product Water streams from SVAWPC and DPR Pilot and Demonstration Facility and wastewater discharge from SVAWPC and DPR Pilot and Demonstration Facility to conduct independent monitoring for confirmation of District monitoring information.

7. In the first two years following Commencement of Operation of the SVAWPC, as defined under First Revised Exhibit A, District shall perform the sampling required under Table 3.A of First Revised Exhibit B at twice the frequency specified with the exception noted for Table 3.A for sampling of asbestos, chromium VI, PCBs and dioxin which will be done at the normal frequency shown in the table. The Parties shall jointly review the data from the monitoring program during the first year following Commencement of Operation and modify the monitoring program with the goal of reducing monitoring efforts not mandated by the City's NPDES permits to a level that would still track the potential impact of Reverse Osmosis Discharge on the WPCP System. No later than two years after Commencement of Operations, the frequency of monitoring efforts not mandated by the City's NPDES permits shall be reduced at all locations to the frequency specified in Table 3.A of First Revised Exhibit B, with the exception of monitoring for constituents governed by Section C.8 below.

#### 8. The DPR Pilot and Demonstration Facility

During the period of operation of the DPR Pilot Facility, District shall perform the sampling required under Table 3.A of First Revised Exhibit B at the frequency specified with the exception noted for Table 3.A for sampling of asbestos and dioxin. The Parties shall jointly review the data from the monitoring program during the first year following operation of the Pilot Facility and modify the monitoring program with the goal of reducing monitoring efforts not mandated by the City's NPDES permits to a level that would still track the potential impact of Reverse

Osmosis Discharge on the WPCP System. Notwithstanding the above and prior to the operation of the DPR Demonstration Facility, the Parties shall discuss a mutually agreeable sampling and reporting schedule for the DPR Demonstration Facility, provided reverse osmosis impacts to WPCP continues to be monitored.

9. The Parties shall conduct additional and accelerated monitoring as described in this Section 9 in the event that the discharge at the WPCP discharge point approaches or exceeds any effluent limitation or toxicity requirements in the City's NPDES Permits. Constituents that approach or exceed a NPDES permit effluent limitation will be sampled and analyzed daily 1) by the City in the WPCP final effluent, and 2) by the District in the Reverse Osmosis Reject. Daily sampling may be discontinued once two successive WPCP final effluent samples demonstrate that the discharge no longer contains constituent(s) above the effluent limitation(s), and the frequency of monitoring may resume to the frequency specified in Table 3.A of First Revised Exhibit B.

The City will initiate accelerated bioassay testing as soon as practicable if the WPCP final effluent exceeds the acute or chronic toxicity effluent limits. The testing will continue back to back until the WPCP final effluent complies with effluent limits consistent with the City's NPDES Permits monitoring requirements.

The Reverse Osmosis Reject shall also be tested if the WPCP final effluent exceeds the acute or chronic toxicity effluent limits, or other conditions that trigger the requirement to institute additional toxicity monitoring. The Reverse Osmosis Reject shall be blended with potable water using methods consistent with the Environmental Protection Agency's methods.

9. To the extent practicable, the Parties shall coordinate toxicity testing schedules to maximize the usefulness of the District's test data in assessing impacts on the WPCP final effluent.

#### D. Documentation and Reporting.

1. District shall obtain all applicable permits to produce unrestricted quality recycled water that meets the quality standards set forth under Title 22 of the California Code of Regulations by the California Department of Public Health (the "CDPH"), and/or by the Regional Water Quality Control Board (the "RWQCB"). Within thirty (30) days of securing such permits, the District shall use reasonable efforts to provide the City with a copy of those permits along with the documentation submitted to the CDPH and RWQCB to secure the permits.

2. The operation and maintenance practices of the SVAWPC and DPR Demonstration Facility are subject to the City's NPDES Permits requirements. The City's NPDES Permits require the City to submit any planned changes, and/or significant changes to operation and maintenance, to the Regional Water Quality Control Board (the "RWQCB") within specified time periods. The District agrees to submit the following plans, including amendments, to the City prior to start-up and testing consistent with the schedule set forth in First Revised Exhibit C, attached hereto and incorporated by reference herein. To the extent that these plans or plan changes could reasonably subject City to potential

regulatory enforcement action by the RWQCB, the District and City mutually agree to prioritize remedies, to promptly address any and all necessary modifications to the plans, to reasonably ensure the City will not potentially be in violation of the NPDES Permits. The City acknowledges that these plans may be modified once start-up and testing begins, and the District agrees to submit revisions according to the Deliverable Due Dates table contained in First Revised Exhibit C of this Agreement.

- a. **Staffing Plan** - including description of how the day to day operation of the SVAWPC and DPR Demonstration Facility will be staffed (both on-site and remotely). The Staffing Plan should include a delineation of all personnel employed, with job titles and appropriate recycled water treatment plant operator certification requirements identified for each personnel. The Staffing Plan should also include an organization chart identifying lines of authority, with names and telephone numbers for all personnel. The person responsible for communicating with the Deputy Director of Wastewater or designee on a day-to-day basis should be identified, as well as how City staff will be informed of water quality problems (both Product Water and brine waste). The staffing plan shall comply with all federal and state requirements including all requirements in the City's NPDES permits.
- b. **Operations and Maintenance Manual** - including unit process descriptions and layouts, piping diagram(s), operations considerations, safety, management information system, reports and record keeping, process instrumentation, chemical storage handling and feeding, electrical system, utilities, brine management, maintenance considerations, and other items as appropriate.
- c. **Start-up and Testing Plan** - including a communications plan between District and City staff (e.g. regular weekly/daily/monthly meetings for the first month/6 months/year), description of where test water will be conveyed prior to producing product water, chronic toxicity testing procedures, procedures for demonstrating sufficient quality product water and brine are being produced, and other operational considerations.
- d. **Chronic Toxicity Compliance Demonstration Plan** - including description of the testing that will demonstrate that waste streams produced by the SVAWPC and DPR Demonstration Facility, including Reverse Osmosis Reject, will not cause or contribute to chronic toxicity in WPCP final effluent.
- e. **Pollution Prevention Plan** - including source reduction and other practices that will reduce the amount of pollutants entering a waste stream prior to out-of-process recycling, treatment, or disposal.
- f. **Asset Management Program** - including parts inventory, calibration timing for applicable equipment, routine maintenance schedules, chemical supply, rehabilitation and replacement schedule, computerized maintenance and management system employed, and other considerations as required by the NPDES permits.
- g. **Contingency Plan for Operation Under Emergency Conditions** - including chain of command, backup provisions, notification procedures, emergency

conditions that could impact SVAWPC and DPR Demonstration Facility treatment operations, spill prevention planning, and other considerations.

The District shall retain a professional engineer registered in the State of California with demonstrated expertise in wastewater treatment, recycled water and environmental compliance, to conduct an evaluation of the above plans for technical consistency with all applicable state and federal laws and regulations, including any impact on NPDES Permits compliance. The professional engineer shall certify that all information provided is true and accurate. The certification shall indicate that the plans do comply with all applicable state and federal laws and regulations. Each original document, and subsequent revisions, shall include the Certification Statement shown below:

**CERTIFICATION STATEMENT**

*I certify under penalty of law that this document and any attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

**CERTIFIED BY:**

---

<i>Name (please print)</i>	<i>Email</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>	<i>Phone</i>

**PREPARED BY:**

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<i>Name (please print)</i>	<i>Email</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>	<i>Phone</i>

3. The District shall provide monthly and annual reports to the City documenting compliance with the monitoring, sampling, and water quality and wastewater discharge requirements set forth in Tables 2A, 2B, 2C, and 3A of First Revised Exhibit B.
4. The District shall require the SVAWPC and DPR Demonstration Facility operators to keep daily logs of SVAWPC and DPR Demonstration Facility operations and maintenance pursuant to reasonable industry standards. Upon reasonable notice, the District shall provide the City access to the daily logs for review, as needed. The District shall provide a summary report of the operation

and maintenance activities at the SVAWPC and DPR Demonstration Facility to the City's WPCP Chief Plant Operator on a quarterly basis, or other mutually agreed upon period. The District shall provide the City with written notification of any known reasonable potential or actual violation, of the Water Recycling Criteria specified in Chapter 3 of Title 22 of the California Code of Regulations, within two (2) hours of the District learning of the potential or actual violation. In addition, the District shall provide a written report of how the District resolved or intends to resolve the issue within seventy-two (72) hours of learning of the potential or actual violation. The District agrees to share DPR Pilot and Demonstration Facility data with City.

5. The District shall provide City with any updates to the Staffing Plan, Operations and Maintenance Manual, Pollution Prevention Plan, Asset Management Program and Contingency Plan for Operation under Emergency Conditions on an annual basis on or before January 1<sup>st</sup>. In the event that District wishes to implement significant modifications to SVAWPC and DPR Demonstration Facility operation and maintenance practices, the District shall provide a description of intended modifications to the City prior to implementing such changes. District shall comply with the requirements of the Ground Lease Agreement prior to construction of major capital improvements to, or removal of major equipment from the facility.

6. The District shall prepare and submit to the California Department of Public Health and/or RWQCB all regulatory reports required by these agencies for the operation and maintenance of the SVAWPC and DPR Demonstration Facility. The Parties shall coordinate activities regarding the schedule and format of the regulatory reports, and a copy of the reports shall be provided to the City.

#### **ARTICLE 4 CITY OPERATION AND MAINTENANCE OBLIGATIONS.**

##### **A. Provision of Secondary Water and Recycled Water.**

1. The City shall supply the District with up to twelve (12) mgd of Secondary Effluent.

2. The City shall supply Tertiary Effluent to the District for blending with Product Water and DPR Demonstration Facility Product Water, as, specified in First Revised Exhibit B Table 2A. and Table 3A., in accordance with Exhibit E of the Ground Lease Agreement.

3. The District understands and acknowledges that the City is charged with the responsibility of operating the WPCP and WPCP sewage systems in a manner which the City determines to be most beneficial to the users of the WPCP and that factors beyond the control of the City could cause operational difficulties at the WPCP or in the sewage system resulting in the need to temporarily reduce or suspend the provision of Secondary Effluent to the SVAWPC and DPR Demonstration Facility. The rights of the District to Secondary Effluent pertain only to the Secondary Effluent produced by the WPCP and delivered to the SVAWPC and DPR Demonstration Facility. Nothing contained herein shall

be construed to qualify in any manner the City's right to operate the WPCP at such level as it determines, in its absolute discretion to be appropriate, or to discontinue the operation of the WPCP. Any right of the District to Secondary Effluent shall be subordinate to the rights and responsibilities of the City as herein set forth. In the event that the City temporarily reduces or suspends provision of Secondary Effluent to District, the City shall use its best efforts to re-establish the production of Secondary Effluent of a suitable quality and quantity as soon as reasonably possible, and shall re-establish District's supply of such water accordingly. The City understands and acknowledges that its failure to supply the District with an adequate volume and quality of Secondary Effluent to enable the District to meet the operational parameters specified in Exhibit E of the Ground Lease Agreement, suspends the District's obligations for satisfying those operational parameters until such time the City can provide the District with a sufficient volume of Secondary Effluent.

4. Upon request of the District, the City shall provide the District with any Secondary Effluent, or Tertiary Effluent quality monitoring data collected by the City.

5. The City shall provide the District with reasonable access to sample Secondary Effluent delivered to the SVAWPC and DPR Demonstration Facility.

6. The City shall immediately cease providing the District with Secondary Effluent upon discovery by either party that the Secondary Effluent: (i) has either contributed to, caused or has the potential to cause the District to violate Article 3(B)(5), (ii) contains flammable liquid, solid, vapor, or gas or other substance that poses a fire or explosive hazard, (iii) could interfere with the proper operation of the SVAWPC or would require unusual attention or expense to handle, process or treat, (iv) could result in the voiding of the warranty of any component, part or equipment of the SVAWPC; or (v) contains contaminants in sufficient quantity to constitute a hazard to humans from physical contact or inhalation, including the operators of the SVAWPC. Whosoever makes the determination that such a situation exists shall provide a written explanation of the facts, circumstances and reasons why the Secondary Effluent supply was suspended. The parties will then endeavor to resolve any concerns regarding the Secondary Effluent.

7. The City agrees to provide the District with Material Safety Data sheets, application points, and dose ranges for chemicals applied in the WPCP treatment process for chemicals added to the treatment process prior to the SVAWPC's receipt of effluent. The City agrees to provide the District updates to this information seven (7) calendar days, or as soon as practicable, prior to the application of new chemical(s), provided that advance notice is reasonably feasible. The District reserves the right to discontinue operation of the SVAWPC, if it determines that the cost to modify the operation of the SVAWPC in response to the addition of chemical(s) is not in the District's financial interest, or that the chemical(s) are detrimental to the functioning of the SVAWPC. If the District discontinues operation of the SVAWPC for the above reasons, the City and District agree to meet and endeavor to reach a mutually acceptable solution.

B. Acceptance of SVAWPC and DPR Demonstration Facility Waste Streams.

1. The City shall accept up to 1.5 mgd of Waste Stream Discharge from the SVAWPC and DPR Demonstration Facility to the WPCP emergency basin overflow structure.

2. The City shall accept up to 2 mgd of Reverse Osmosis Reject from the SVAWPC and DPR Demonstration Facility to the WPCP chlorine contact tanks structure.

3. The City shall accept all water used to test and start up the SVAWPC in accordance with the Start Up and Testing Plan certified pursuant to Article 3(D)(2), provided the water quality meets the requirements set forth in Table 3.A of First Revised Exhibit B. The Parties shall closely coordinate start-up of the SVAWPC.

4. The City shall accept all water used to test and start up the DPR Pilot and Demonstration Facility, provided the water quality meets the requirements set forth in Table 3.A of First Revised Exhibit B. The Parties shall closely coordinate start-up of the DPR Demonstration Facility.

4. The locations for acceptance of waste stream discharge and Reverse Osmosis Reject may be subject to change at the City's sole discretion provided the City first submits written notification to the District, and the Parties have mutually agreed to changes to the monitoring program due to the change in location(s). The City reserves the right to change locations without notice to the District in the event that the City reasonably believes it must do so to maintain compliance with the NPDES permits. The Parties, however, shall mutually agree to modifications to the monitoring program within a reasonable time after the change in location(s).

C. Permits.

1. The City shall maintain valid National Pollutant Discharge Elimination System ("NPDES") permits authorizing the WPCP's discharge of treated wastewater to South San Francisco Bay.

2. The City shall maintain a valid Water Reclamation Permit from the RWQCB authorizing the WPCP to operate and maintain SBWR.

3. The City shall maintain a valid permit from the RWQCB authorizing the WPCP to produce the Tertiary Effluent.

**ARTICLE 5 COMMUNICATIONS AND COORDINATION**

A. Meetings. The Parties agree to designate personnel to meet on a regular basis to review operational and maintenance issues associated with meeting the requirements of this Agreement. During the first two years following Commencement of Operation, the designated staff shall meet monthly, and thereafter on a periodic basis to be determined by

mutual consent of the Parties. Notwithstanding the above, each Party reserves the right to raise operational issues as provided for under the Integration Agreement

B. Public Tours. Public tours must not interfere with the safe and secure operation of SVAWPC.

C. Operational Communications. The Parties must have the ability to communicate to each other regarding operational issues, and in case of emergency 24-hours per day. The District shall provide City with the District's SVAWPC and DPR Demonstration Facility emergency contact number prior to operating the SVWAPC. City personnel can be reached at (408) 635-4000. The Parties shall provide each other any updates to the contact information.

D. Customer Communications. The Parties shall coordinate development of a communication plan to inform SBWR customers of the planned start-up date and initial operations of the SVAWPC and DPR Demonstration Facility.

## **ARTICLE 6 MISCELLANEOUS.**

A. Qualified Personnel. The District shall operate the SVAWPC and DPR Demonstration Facility with qualified District personnel or contractors, or both District personnel and contractors.

B. Costs. All costs, including indirect and direct costs, incurred by the Parties to undertake the obligations specified in this Agreement for the administration, operation, maintenance and repair of the SVAWPC, or SBWR are operating costs subject to Article 7 of the Integration Agreement.

C. Insurance. District agrees to have and maintain the policies set forth in Section 17 of the Ground Lease Agreement. All policies, endorsements, certificates, and/or binders shall be subject to review and approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Should the Risk Manager recommend any change in any coverage such recommendation shall be discussed by the Technical Working Group and reviewed by the Recycled Water Policy Advisory Committee.

D. Assignment. No Party shall assign, sublet, or transfer this Agreement or any of the rights or interests in this Agreement without the written consent of the other Party.

E. Consent. Unless expressly provided otherwise, whenever in this Agreement the approval or consent of a Party is required, such approval or consent shall be in advance, shall be in writing, and shall be executed by a person having the express authority to grant such approval or consent.

F. Controlling Law. Except as federal law may apply, the Parties agree that this Agreement shall be governed and construed by and according to the laws of the State of California.

G. Relationship to Other Agreements. This Agreement is intended to supplement the terms and conditions of the Ground Lease Agreement, and the Integration Agreement by providing additional parameters as to each Party's obligations for operation and maintenance of the SVAWPC and DPR Demonstration Facility. To the extent that a term and condition of this Agreement conflicts with the Ground Lease Agreement, or the Integration Agreement, the terms and conditions of the Ground Lease Agreement, or Integration Agreement shall prevail.

H. Exhibits and Addenda. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The Exhibits attached to this Agreement are:

First Revised Exhibit A	Definitions
First Revised Exhibit B	Water Quality Requirements
First Revised Exhibit C	Deliverable Due Dates

I. Force Majeure. For purposes of this Agreement the term "Force Majeure" shall mean earthquake, fire or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God", war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either the City or District and which cause such Party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement.

J. Headings. The headings of the paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

K. Independent Contractor. City and District, in the performance of the tasks to be performed by each, shall each act as and be an independent contractor and not an agent or employee of the other. As independent contractors, both City and District shall be responsible for tasks performed by their agents, contractors or employees, including the payment of any and all compensation, or the provision of any benefits due said agents, contractors or employees. City and District each agree to indemnify and hold harmless the other Party from any claim that may be made by its agents, employee or contractors for benefits or compensation.

- L. Interpretation. This Agreement shall be deemed to have been prepared equally by both Parties, and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.
- M. Material Considerations. Each and every term, condition, covenant and provision of this Agreement shall be deemed to be a material part of the consideration for the entry into this Agreement, and any breach hereof by either Party shall be deemed to be a material breach. Each term and provision of the Agreement to be performed by a Party shall be construed to be both a covenant and a condition.
- N. Modification of the Agreement. This Agreement shall not be modified, unless the Parties first agree to and approve of such modification in writing in the form of an amendment to this Agreement.
- O. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine gender.
- P. Successor and Assigns. The provision of this Agreement shall, subject to the provisions concerning transfer, apply to and bind the successors and assigns of the Parties hereto.
- Q. Validity of Existing Agreements. Execution of this Agreement does not modify, invalidate or supersede any prior agreements made between the Parties.
- R. Venue. In the event that suit shall be brought by either Party hereunder, the Parties agree that venue shall be exclusively vested in the state courts of California in the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, San Jose, California.

## **ARTICLE 7 NOTICES**

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either Party to the other, shall be in writing and shall be addressed as follows, or to such other place as City or District, respectively, may notify the other in writing:

If to City, the same shall be addressed to:

Jeff Provenzano  
Director of Environmental Services  
City of San Jose  
200 East Santa Clara Street, 10<sup>th</sup> floor tower  
San Jose, CA 95113

With a copy to:

Office of the City Attorney  
City of San Jose  
200 East Santa Clara Street, 16<sup>th</sup> floor tower  
San Jose, CA 95113

If to District, the same shall be addressed to:

Aaron Baker  
Chief Operating Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

With a copy to the:

Office of the District Counsel  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal Corporation

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LEANNE BOLANO  
Deputy City Attorney

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SARAH ZARATE  
Director, City Manager's Office

APPROVED AS TO FORM

SANTA CLARA VALLEY WATER DISTRICT,  
a Special District established by the California  
Legislature

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BRIAN HOPPER  
Senior Assistant District Counsel

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RICK L. CALLENDER, Esq.  
Chief Executive Officer

## FIRST REVISED EXHIBIT A

### DEFINITIONS

**“Blended Product Water”** means water that meets the specifications contained Table 2.C of First Revised Exhibit B of this Agreement, and consistent with the requirements of Title 22 of the California Code of Regulations and the SBWR Permit for unrestricted quality recycled water. All references to permits or regulatory requirements in this Agreement hereafter shall also include regulations and/or permits as they may be amended or superseded by other equivalent regulatory requirements throughout the term of this Agreement. This will include DPR Demonstration Facility Product Water that meets the requirements of Title 22 of the California Code of Regulations.

**“Commencement of Operations”** means the first day of the operation of the SVAWPC, by the District or an approved subcontractor, for 10 consecutive days in a consistent and reliable manner to produce water that meets the product water quality specifications set forth in First Revised Exhibit B of this Agreement in an amount equal to: (i) the amount of water produced by two full treatment trains of the SVAWPC (MF, RO, UV) at design capacity of 2.67 MGD per train, or (ii) SBWR’s then-current demand, whichever is lesser.

After the Commencement of Operations, the District shall employ reasonable efforts to operate the SVAWPC for 10 consecutive days prior to the SVAWPC summer operation period in a consistent and reliable manner to meet the product water quality specifications set forth in First Revised Exhibit B in an amount equal to: (i) the “Projected Year 2010 Flows” specified in Table 1 (SBWR Supply Sources – Summer Operation) of Exhibit E of the Ground Lease Agreement, or (ii) the amount of flow accepted by the City, whichever is lesser.

**“Days”** unless otherwise specified, shall mean calendar day.

**“Direct potable reuse”, or “purified water”** – shall mean treated recycled water that meets the requirements of Tit. 22 Cal. Code Regs. Art. 10 and is introduced either directly into a public water system or into a raw water supply immediately upstream of a water treatment plant, in accordance with Tit. 22 Cal. Code Regs. § 64669.05.

**“DPR Pilot Facility”** – shall mean a direct potable reuse (“DPR”) pilot facility that will utilize unused secondary wastewater and treating it through a new purification treatment technique. The DPR Pilot Facility will have a treatment capacity of approximately 200 gallons per minute (200 gpm) and will not be permitted for nonpotable or potable reuse. DPR Pilot Facility Product Water will be discharged to the WPCP.

**“DPR Demonstration Facility”** – shall mean a direct potable reuse (“DPR”) demonstration facility that will utilize unused secondary or tertiary wastewater and treating it through a new purification treatment technique consistent with DPR regulations. This DPR Demonstration Facility will treat wastewater from the Plant such that it meets regulatory requirements for potable reuse. This facility may include a separate structure for an education learning center to promote outreach and education through visits of the

public, students, and technical experts. The DPR Demonstration Facility will have a treatment capacity of up to five hundred gallons per minute (500 gpm). DPR Demonstration Facility product water will meet the requirements of Title 22 of the California Code of Regulations for nonpotable reuse and will primarily be blended with Tertiary Effluent with a smaller volume utilized for education and outreach purposes.

**“DPR Pilot Facility Product Water”** means the water produced and discharged to WPCP from the pilot-scale treatment technology. The Pilot portion of the project is anticipated to operate for 2-3 years from the date of execution of this amendment.

**“DPR Demonstration Facility Product Water”** shall mean treated recycled water that meets the requirements of Tit. 22 Cal. Code Regs. for nonpotable reuse and is to be blended with SVAWPC Product Water or be bottled for educational and outreach purposes.

**“Interference”** means a discharge which alone, or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the processes or operation of the WPCP System, or causes or significantly contributes to a violation of any requirement of the NPDES permit; and includes prevention of biosolids use or disposal by WPCP under state and federal law.

**“mgd”** means million gallons per day.

**“mg/L”** means milligrams per liter.

**“Plant Commissioning Test” or “PCT”** means a minimum 30 day commissioning testing period of the SVAWPC (performed by the District, an approved contractor, or both) that commences immediately after the District accepts as satisfactory the acceptance testing conducted by the SVAWPC construction contractor.

**“Product Water”** means water that meets the minimum state Water Recycling Criteria under Chapter 3 of Title 22 of the California Code of Regulations, the “Unrestricted Quality Reclaimed Water” (“Disinfected Tertiary”) specifications contained in San Francisco Bay Area Regional Water Quality Control Board Order Number 95-117 (“SBWR Permit”) and Table 2 of First Revised Exhibit B of this Agreement. All references to permits or regulatory requirements in this Agreement hereafter shall also include regulations and/or permits as they may be amended or superseded by other equivalent regulatory requirements throughout the term of this Agreement.

**“Reverse Osmosis Reject” or “ROR”** means water discharged by the SVAWPC or DPR Demonstration Facility to the WPCP that complies with the limitations set forth in Table 3.A of Exhibit B, and includes waste streams from reverse osmosis membrane treatment process.

**“Secondary Effluent”** means water from the WPCP that meets the Secondary Effluent Quality Criteria stated in Table 1 of First Revised Exhibit B.

**“Slug Discharge”** means any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or non-customary batch discharge, which has a reasonable potential to cause Interference or pass-through or in any other way cause a violation of applicable permit conditions.

**“TDS”** means total dissolved solids in the recycled water measured in mg/L.

**“Technical Working Group”** means the staff level working group formed by the Parties pursuant to the Recycled Water Facilities and Programs Integration Agreement.

**“Tertiary Effluent”** means recycled water produced by the WPCP after wastewater treatment including screening and grit removal, primary sedimentation, secondary treatment by the activated sludge process, secondary clarification, filtration, disinfection, and dechlorination.

**“ug/L”** means micrograms per liter.

**“Waste Stream Discharge”** means discharge from the SVAWPC and DPR Demonstration Facility to the WPCP emergency basin overflow structure that conforms to the water quality requirements set forth in Table 3.A of First Revised Exhibit B of this Agreement, and may include waste streams from the automatic strainers, MF/UF reverse filtration, MF/UF Clean-In-Place (CIP) System, RO CIP System and RO shutdown flush, as well as storm water flows.

**“WPCP”, or “Plant”, or “RWF”** means the San José/Santa Clara Water Pollution Control Plant commonly known as the Regional Wastewater Facility, and its equipment and personnel, located at 700 Los Esteros Road, San Jose, Santa Clara County, California.

**FIRST REVISED EXHIBIT B**

**WATER QUALITY REQUIREMENTS**

**Table 1. San Jose/Santa Clara Water Pollution Control Plant  
Secondary Effluent Quality Criteria**

<b>Parameter</b>	<b>Criterion</b>
TSS	up to 20 mg/L
pH	5.5 – 8.5
Temperature	50 – 80 deg. F

**Table 2. SVAWPC Product Water and Blended Product Quality Standards and Monitoring Requirements**

**Table 2A. Product Water and Blended Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
pH	Continuous	6.5 ≤ pH ≤ 8.5	At any time	Title 22/NPDES
Turbidity	Continuous	0.2 NTU	No more than 5% of the time within a 24-hour period	Title 22/NPDES
		0.5 NTU	At any time	
Total Coliform <sup>(1)</sup>	Grab, daily	2.2 MPN/100 mL	7-day median	Title 22/NPDES
		23 MPN/100 mL	Any sample	
Dissolved Oxygen	Continuous	>1.0 mg/L	At any time	Title 22/NPDES
Dissolved Sulfide	Continuous	<0.1 mg/L	At any time	Title 22/NPDES
Conductivity	Continuous			City/SBWR
Flow	Continuous			Title 22/NPDES
Chlorine Residual	Continuous	5mg/L minimum; 10 mg/L maximum	At any time	Title 22/NPDES

Note 1. In the event that DISTRICT shall measure coliform by other than the multiple tube fermentation method producing a result in “most probable number,” they shall document to CDPH the equivalence of the alternate method. Should DISTRICT determine over time that, due to consistency or other reason, certain constituents did not need to be sampled, DISTRICT may implement a revised sampling protocol subject to approval by the WPCP.

Note 2. The Pilot Facility will not be subject to this table.

Note 3. Valley Water reserves the right to conduct testing to meet the requirements set forth in Tit. 22 Cal. Code Regs. Art. 10

**Table 2B. SVAWPC Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
UV Dosage RO Permeate	Continuous	≥ 50 mJ/cm <sup>2</sup>	At any time	City/SBWR
UV Dosage MF Filtrate	Continuous	≥ 80 mJ/cm <sup>2</sup>	At any time	City/ SBWR
TDS	Continuous	<60 mg/L	At any time	City/SBWR

**Table 2C. SVAWPC Blended Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
TDS	Continuous	500±50 mg/L	This 500 mg/l TDS is a rolling annual average based on a 28 mgd Max.	City/SBWR

All sampling and monitoring will use approved USEPA Methods with Minimum Levels as specified in RWQCB guidance dated August 6, 2001.

**Monitoring Locations**

Product Water – located at any point in the pipe which delivers Product Water to the Transmission Pump Station for blending, and downstream of any SVAWPC treatment or storage unit, blending point, or point of use.

Blended Product Water – located at any point after Product Water is completely blended with Tertiary Effluent, and statistically representative of Blended Product Water serving SBWR Customers.

**Table 3. SVAWPC Waste Streams and Reverse Osmosis Reject Waste Streams  
Wastewater Discharge Standards and Monitoring Requirements**

**Table 3A. SVAWPC Waste Stream and Reverse Osmosis Reject (ROR)**

Constituent or Parameter	Type of Sample	Criterion	Application	Basis for Requirement
pH	Continuous	$6.0 \leq \text{pH} \leq 12.5$	Waste Stream	City
		$6.5 \leq \text{pH} \leq 8.5$	ROR	
Turbidity	Grab, Monthly	10 NTU	At any time	City
Ammonia	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Antimony	Grab, Monthly	5,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Arsenic	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Beryllium	Grab, Monthly	750 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Cadmium	Grab, Monthly	700 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Chromium Total	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Copper	Grab, Monthly	2,300 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Cyanide	Grab, Quarterly	500 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Lead	Grab, Monthly	400 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Mercury	Grab, Monthly	10ug/L	Waste Stream and ROR	SJMC § 15.14.585
Nickel	Grab, Monthly	500 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Nitrate	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Nitrite	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Oil and Grease	Grab, Quarterly	150,000 ug/L	Waste Stream and ROR	City
Phenols	Grab, Quarterly	30,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Phosphorus	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES

Selenium	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Silver	Grab, Monthly	700 ug/L	At any time	SJMC § 15.14.585
Zinc	Grab, Monthly	2,600 ug/L	Waste Stream and ROR	SJMC § 15.14.585
All other CA Toxics Rule (CTR) Priority Pollutants*	Grab, Semi-annual			City
* <b>Monitoring Only:</b> All sampling shall be done at twice the frequency noted for the first two years following Commencement of Operations except for Asbestos, Chromium (VI), Dioxin, and PCBs which will be done at the normal frequency shown in the table.				

All sampling and monitoring will use approved USEPA Methods with Minimum Levels as specified in RWQCB guidance dated August 6, 2001.

**Monitoring Locations**

SVAWPC Waste Stream – located at any point in the discharge pipe which delivers SVAWPC Waste Stream to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

Reverse Osmosis Reject – located at any point in the discharge pipe which delivers Reverse Osmosis Reject to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

DPR Demonstration Facility Waste Stream – located at any point in the discharge pipe which delivers DPR Demonstration Facility Waste Stream to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

DPR Demonstration Facility Reverse Osmosis Reject – located at any point in the discharge pipe which delivers Reverse Osmosis Reject to the WPCP, and downstream of any DPR Demonstration Facility treatment or storage unit, or wastewater blending point.

After both Parties agree that the DPR Demonstration Facility waste streams have been adequately characterized, the waste streams from SVAWPC and DPR Demonstration Facility can be monitored as a single waste stream.

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface			
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)	Minimum Reporting Level	Suggested Test
<b>INORGANICS</b>						
1	Antimony	7440360	Primary MCL	6	5	EPA 6020/200.8
2	Arsenic	7440382	Ambient Water Quality	0.018	1	EPA
15	Asbestos*	1332214	National Toxics Rule/ Primary MCL	7 MFL	0.22 MFL >10um	EPA/600/R-93/116(PCM)
3	Beryllium	7440417	Primary MCL	4	1	EPA 6020/200.8
4	Cadmium	7440439	Public Health Goal	0.07	0.25	EPA 1638/200.8
5a	Chromium (total)	7440473	Primary MCL	50	2	EPA 6020/200.8
5b	Chromium (VI)*	18540299	Public Health Goal	0.2	5	EPA 7199/1636
6	Copper	7440508	National Toxics Rule	4.1 (6)	0.5	EPA 6020/200.8
14	Cyanide	57125	National Toxics Rule	5.2	5	EPA 9012A
7	Lead	7439921	Calif. Toxics Rule	0.92 (6)	0.5	EPA 1638
8	Mercury	7439976	National Toxics Rule		0.0005	EPA 1669/1631
9	Nickel	7440020	Calif. Toxics Rule	24 (6)	5	EPA 6020/200.8
10	Selenium	7782492	Calif. Toxics Rule	5	5	EPA 6020/200.8
11	Silver	7440224	Calif. Toxics Rule	0.71 (6)	1	EPA 6020/200.8
12	Thallium	7440280	National Toxics Rule	1.7	1	EPA 6020/200.8
13	Zinc	7440666	Calif. Toxics Rule	54/ 16 (6)	10	EPA 6020/200.8
<b>VOLATILE ORGANICS</b>						
28	1,1-Dichloroethane	75343	Primary MCL	5	1	EPA 8260B
30	1,1-Dichloroethene	75354	National Toxics Rule	0.057	0.5	EPA 8260B
41	1,1,1-Trichloroethane	71556	Primary MCL	200	2	EPA 8260B
42	1,1,2-Trichloroethane	79005	National Toxics Rule	0.6	0.5	EPA 8260B
37	1,1,2,2-Tetrachloroethane	79345	National Toxics Rule	0.17	0.5	EPA 8260B
75	1,2-Dichlorobenzene	95501	Taste & Odor	10	2	EPA 8260B
29	1,2-Dichloroethane	107062	National Toxics Rule	0.38	0.5	EPA 8260B
31	1,2-Dichloropropane	78875	Calif. Toxics Rule	0.52	0.5	EPA 8260B
101	1,2,4-Trichlorobenzene	120821	Public Health Goal	5	5	EPA 8260B
76	1,3-Dichlorobenzene	541731	Taste & Odor	10	2	EPA 8260B
32	1,3-Dichloropropene	542756	Primary MCL	0.5	0.5	EPA 8260B
77	1,4-Dichlorobenzene	106467	Primary MCL	5	2	EPA 8260B
17	Acrolein	107028	Aquatic Toxicity	21	5	EPA 8260B
18	Acrylonitrile	107131	National Toxics Rule	0.059	2	EPA 8260B
19	Benzene	71432	Primary MCL	1	0.5	EPA 8260B
20	Bromoform	75252	Calif. Toxics Rule	4.3	2	EPA 8260B
34	Bromomethane	74839	Calif. Toxics Rule	48	2	EPA 8260B
21	Carbon tetrachloride	56235	National Toxics Rule	0.25	0.5	EPA 8260B
22	Chlorobenzene (mono chlorobenzene)	108907	Taste & Odor	50	2	EPA 8260B
24	Chloroethane	75003	Taste & Odor	16	2	EPA 8260B
25	2- Chloroethyl vinyl ether	110758	Aquatic Toxicity	122 (2)	1	EPA 8260B
26	Chloroform	67663	OEHHA Cancer Risk	1.1	0.5	EPA 8260B
35	Chloromethane	74873	USEPA Health Advisory	3	2.0	EPA 8260B
23	Dibromochloromethane	124481	Calif. Toxics Rule	0.41	0.5	EPA 8260B
27	Dichlorobromomethane	75274	Calif. Toxics Rule	0.56	0.5	EPA 8260B
36	Dichloromethane	75092	Calif. Toxics Rule	4.7	2	EPA 8260B
33	Ethylbenzene	100414	Taste & Odor	29	2	EPA 8260B

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface		Minimum Reporting Level	Suggested Test
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)		
88	Hexachlorobenzene	118741	Calif. Toxics Rule	0.00075	1	EPA 8260B
89	Hexachlorobutadiene	87683	National Toxics Rule	0.44	1	EPA 8260B
91	Hexachloroethane	67721	National Toxics Rule	1.9	1	EPA 8260B
94	Naphthalene	91203	USEPA IRIS	14	10	EPA 8260B
38	Tetrachloroethene	127184	National Toxics Rule	0.8	0.5	EPA 8260B
39	Toluene	108883	Taste & Odor	42	2	EPA 8260B
40	trans-1,2-Dichloroethylene	156605	Primary MCL	10	1	EPA 8260B
43	Trichloroethene	79016	National Toxics Rule	2.7	2	EPA 8260B
44	Vinyl chloride	75014	Primary MCL	0.5	0.5	EPA 8260B
<b>SEMI-VOLATILE ORGANICS</b>						
60	1,2-Benzanthracene	56553	Calif. Toxics Rule	0.0044	5	EPA 8270C
85	1,2-Diphenylhydrazine	122667	National Toxics Rule	0.04	1	EPA 8270C
45	2-Chlorophenol	95578	Taste and Odor	0.1	2	EPA 8270C
46	2,4-Dichlorophenol	120832	Taste and Odor	0.3	1	EPA 8270C
47	2,4-Dimethylphenol	105679	Calif. Toxics Rule	540	2	EPA 8270C
49	2,4-Dinitrophenol	51285	National Toxics Rule	70	5	EPA 8270C
82	2,4-Dinitrotoluene	121142	National Toxics Rule	0.11	5	EPA 8270C
55	2,4,6-Trichlorophenol	88062	Taste and Odor	2	10	EPA 8270C
83	2,6-Dinitrotoluene	606202	USEPA IRIS	0.05	5	EPA 8270C
50	2-Nitrophenol	25154557	Aquatic Toxicity	150 (3)	10	EPA 8270C
71	2-Chloronaphthalene	91587	Aquatic Toxicity	1600 (4)	10	EPA 8270C
78	3,3'-Dichlorobenzidine	91941	National Toxics Rule	0.04	5	EPA 8270C
62	3,4-Benzofluoranthene	205992	Calif. Toxics Rule	0.0044	10	EPA 8270C
52	4-Chloro-3-methylphenol	59507	Aquatic Toxicity	30	5	EPA 8270C
48	4,6-Dinitro-2-methylphenol	534521	National Toxics Rule	13.4	10	EPA 8270C
51	4-Nitrophenol	100027	USEPA Health Advisory	60	10	EPA 8270C
69	4-Bromophenyl phenyl ether	101553	Aquatic Toxicity	122	10	EPA 8270C
72	4-Chlorophenyl phenyl ether	7005723	Aquatic Toxicity	122 (2)	5	EPA 8270C
56	Acenaphthene	83329	Taste and Odor	20	1	EPA 8270C
57	Acenaphthylene	208968	No Criteria Available		10	EPA 8270C
58	Anthracene	120127	Calif. Toxics Rule	9,600	10	EPA 8270C
59	Benzidine	92875	National Toxics Rule	0.00012	5	EPA 8270C
61	Benzo(a)pyrene (3,4-Benzopyrene)	50328	Calif. Toxics Rule	0.0044	2	EPA 8270C
63	Benzo(g,h,i)perylene	191242	No Criteria Available		5	EPA 8270C
64	Benzo(k)fluoranthene	207089	Calif. Toxics Rule	0.0044	2	EPA 8270C
65	Bis(2-chloroethoxy) methane	111911	No Criteria Available		5	EPA 8270C
66	Bis(2-chloroethyl) ether	111444	National Toxics Rule	0.031	1	EPA 8270C
67	Bis(2-chloroisopropyl) ether	39638329	Aquatic Toxicity	122 (2)	10	EPA 8270C
68	Bis(2-ethylhexyl) phthalate	117817	National Toxics Rule	1.8	5	EPA 8270C
70	Butyl benzyl phthalate	85687	Aquatic Toxicity	3 (5)	10	EPA 8270C
73	Chrysene	218019	Calif. Toxics Rule	0.0044	5	EPA 8270C
81	Di-n-butylphthalate	84742	Aquatic Toxicity	3 (5)	10	EPA 8270C
84	Di-n-octylphthalate	117840	Aquatic Toxicity	3 (5)	10	EPA 8270C
74	Dibenzo(a,h)-anthracene	53703	Calif. Toxics Rule	0.0044	0.1	EPA 8270C
79	Diethyl phthalate	84662	Aquatic Toxicity	3 (5)	2	EPA 8270C
80	Dimethyl phthalate	131113	Aquatic Toxicity	3 (5)	2	EPA 8270C
86	Fluoranthene	206440	Calif. Toxics Rule	300	10	EPA 8270C

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface		Minimum Reporting Level	Suggested Test
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)		
87	Fluorene	86737	Calif. Toxics Rule	1300	10	EPA 8270C
90	Hexachlorocyclopentadiene	77474	Taste and Odor	1	5	EPA 8270C
92	Indeno(1,2,3-c,d)pyrene	193395	Calif. Toxics Rule	0.0044	0.05	EPA 8270C
93	Isophorone	78591	National Toxics Rule	8.4	1	EPA 8270C
98	N-Nitrosodiphenylamine	86306	National Toxics Rule	5	1	EPA 8270C
96	N-Nitrosodimethylamine	62759	National Toxics Rule	0.00069	5	EPA 8270C
97	N-Nitrosodi-n-propylamine	621647	Calif. Toxics Rule	0.005	5	EPA 8270C
95	Nitrobenzene	98953	National Toxics Rule	17	10	EPA 8270C
53	Pentachlorophenol	87865	Calif. Toxics Rule	0.28	1	EPA 8270C
99	Phenanthrene	85018	No Criteria Available		5	EPA 8270C
54	Phenol	108952	Taste and Odor	5	1	EPA 8270C
100	Pyrene	129000	Calif. Toxics Rule	960	10	EPA 8270C
<b>PESTICIDES - PCBs</b>						
110	4,4'-DDD	72548	Calif. Toxics Rule	0.00083	0.05	EPA 8081A
109	4,4'-DDE	72559	Calif. Toxics Rule	0.00059	0.05	EPA 8081A
108	4,4'-DDT	50293	Calif. Toxics Rule	0.00059	0.01	EPA 8081A
112	alpha-Endosulfan	959988	National Toxics Rule	0.056 (7)	0.02	EPA 8081A
103	alpha-Hexachlorocyclohexane (BHC)	319846	Calif. Toxics Rule	0.0039	0.01	EPA 8081A
102	Aldrin	309002	Calif. Toxics Rule	0.00013	0.005	EPA 8081A
113	beta-Endosulfan	33213659	Calif. Toxics Rule	0.056 (7)	0.01	EPA 8081A
104	beta-Hexachlorocyclohexane	319857	Calif. Toxics Rule	0.014	0.005	EPA 8081A
107	Chlordane	57749	Calif. Toxics Rule	0.00057	0.1	EPA 8081A
106	delta-Hexachlorocyclohexane	319868	No Criteria Available		0.005	EPA 8081A
111	Dieldrin	60571	Calif. Toxics Rule	0.00014	0.01	EPA 8081A
114	Endosulfan sulfate	1031078	Ambient Water Quality	0.056	0.05	EPA 8081A
115	Endrin	72208	Calif. Toxics Rule	0.036	0.01	EPA 8081A
116	Endrin Aldehyde	7421934	Calif. Toxics Rule	0.76	0.01	EPA 8081A
117	Heptachlor	76448	Calif. Toxics Rule	0.00021	0.01	EPA 8081A
118	Heptachlor Epoxide	1024573	Calif. Toxics Rule	0.0001	0.01	EPA 8081A
105	Lindane (gamma-	58899	Calif. Toxics Rule	0.019	0.02	EPA 8081A
119	PCB-1016*	12674112	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
120	PCB-1221*	11104282	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
121	PCB-1232*	11141165	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
122	PCB-1242*	53469219	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
123	PCB-1248*	12672296	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
124	PCB-1254*	11097691	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
125	PCB-1260*	11096825	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
126	Toxaphene*	8001352	Calif. Toxics Rule	0.0002	0.5	EPA8081A
16	2,3,7,8- TCDD (Dioxin)*	1746016	Calif. Toxics Rule	1.3E-08	5.00E-06	EPA 8290 (HRGC) MS

\* Not monitor during startup and first two years of the operations. Then, monitor as identified in Table 3A.

NOTES:

- (1) The Criterion Concentrations serve only as a point of reference for the selection of the appropriate analytical method. They do not indicate a regulatory decision that the cited concentration is either necessary or sufficient for full protection of beneficial uses. Available technology may require that effluent limits be set lower than these values.

- (2) For haloethers.
- (3) For nitrophenols.
- (4) For chlorinated naphthalenes.
- (5) For phthalate esters.
- (6) Freshwater aquatic life criteria for metals are expressed as a function of total hardness (mg/L) in the water body. Values displayed correspond to a total hardness of 40 mg/L.
- (7) Criteria for sum of alpha- and beta- forms.
- (8) Criteria for sum of all PCBs.

**FIRST REVISED EXHIBIT C**

**DELIVERABLE SUBMITTAL SCHEDULE**

	<b>Document</b>	<b>Submittal Schedule*</b>
a	Staffing Plan	60 Days prior to the PCT; 30 days prior to any change; annual if no change
b	Operations and Maintenance Manual	30 Days prior to the PCT; revisions within 30 days of change; annual if no change
c	Start-up and Testing Plan	60 Days prior to the PCT
d	Chronic Toxicity Compliance Demonstration Plan	45 Days prior to the PCT
e	Pollution Prevention Plan	45 Days prior to the PCT; 30 days prior to any change; annual if no change
f	Asset Management Program	Within 60 Days following "Commencement of Operations"; revisions within 60 days of change; annual if no change
g	Contingency Plan for Operation under Emergency Conditions	60 Days prior to the PCT; 30 days prior to any change; annual if no change

\* Amendments to the documents for the DPR Demonstration Facility shall be submitted 30 Days prior to PCT for the DPR Demonstration Facility.

**EXHIBIT F**

Recording Requested by:  
Santa Clara Valley Water District, a  
California Special District

When recorded, return to:  
Santa Clara Valley Water District  
Office of the District Counsel  
5750 Almaden Expressway  
San José, CA 95118

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**MEMORANDUM OF OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT (“Memorandum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the City of San José, a municipal corporation (“**San Jose**”) and City of Santa Clara, a municipal corporation (“**Santa Clara**” and with San Jose, the “**Owners**”) and the Santa Clara Valley Water District, a California Special District (“**Valley Water**”).

1. Option Agreement. The provisions set forth in an Option Agreement for First Amendment to Ground Lease and Property Use Agreement between the parties hereto, dated \_\_\_\_\_, (“**Option Agreement**”) are incorporated by reference into this Memorandum. Under the Option Agreement, the Owners have granted Valley Water an option to amend that certain Ground Lease and Property Use Agreement, dated July 1, 2010, under the terms and conditions set forth in the Option Agreement. The Option Agreement is on file with the City Clerk’s Office of the City of San José.
2. Premises. The Premises that are the subject of the Option Agreement are as more particularly described in Exhibit A attached hereto.
3. The Option Agreement term commenced on \_\_\_\_\_, and shall terminate three years thereafter, subject to early termination in accordance with the Option Agreement.

The purpose of this Memorandum is to give notice of the existence of the Option Agreement, which itself constitutes the agreement between the parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

APPROVED AS TO FORM:

**CITY OF SAN JOSE**

By: \_\_\_\_\_  
Leanne C. Bolaño  
Deputy City Attorney

By: \_\_\_\_\_  
Toni Taber, MMC  
City Clerk

APPROVED AS TO FORM:

**SANTA CLARA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
E. Ray Ruiz  
Assistant District Counsel

By: \_\_\_\_\_  
Melanie Richardson  
Interim Chief Executive Officer

APPROVED AS TO FORM:

**CITY OF SANTA CLARA**

By: \_\_\_\_\_  
Glen Googins  
City Attorney

By: \_\_\_\_\_

**FIRST AMENDMENT TO RECYCLED WATER FACILITIES AND PROGRAMS  
INTEGRATION AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE AND  
THE SANTA CLARA VALLEY WATER DISTRICT**

This FIRST AMENDMENT to AGREEMENT is entered into on the date that it is fully executed by the Parties, by the City of San José (“City”) and Santa Clara Valley Water District (“District”). The District and the City are sometimes collectively referred to in this Agreement as the “Parties”, and individually referred to as “Party”.

**RECITALS**

- A. On March 2, 2010, the Parties entered into an agreement entitled “Recycled Water Facilities and Programs Integration Agreement” (“Agreement”) to coordinate financial support for the production and use of recycled water in Santa Clara County.
- B. The Advanced Water Treatment Facility (“AWTF”) formally named the Silicon Valley Advanced Water Purification Center (“SVAWPC”), started operations in March 2014 to treat up to twelve (12) million gallons per day (mgd) of Regional Wastewater Facility (“RWF”) secondary effluent, to increase the production of non-potable recycled water through microfiltration; enhance the quality of non-potable recycled water quality through the provision of up to eight (8) mgd of reverse osmosis treated water for blending with the RWF’s existing recycled water; and offset the demand for development of new sources of water supply for Santa Clara County.
- C. District wishes to construct and operate a Direct Potable Reuse (“DPR”) Demonstration Facility to demonstrate safety and feasibility of DPR, to eventually construct and operate a Full-Scale DPR Facility to provide benefits for the potable water supply to the City and to the County of Santa Clara.
- D. The DPR Demonstration Facility will have a projected capacity production of up to half (0.5) mgd of purified water that may be blended with existing recycled water produced by the RWF. The DPR Demonstration Facility will result in the production of reverse osmosis concentrate (“ROC”) which the Parties intend to be comingled with the current ROC stream from the AWTF and discharged through the outfall of the RWF.
- E. The Parties desire to financially support the production and use of recycled water in Santa Clara County consistent with each Party’s separate and distinct interests, namely wastewater treatment and disposal for City and water quality

and supply for District. The Parties further wish to coordinate and cooperate to achieve the most cost effective, environmentally beneficial utilization of recycled water to meet both water supply and wastewater treatment and disposal needs.

- F. The Parties desire to amend the cost share arrangement for the District's operations and maintenance of the AWTF, now known as the Silicon Valley Advanced Water Purification Center, beginning fiscal year 2030-2031 but still provide for the cost to be reimbursed from the net revenues from the sale of recycled water by the SBWR program.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1.** ARTICLE 2, "TERM", is amended to read as follows:

The term of this Agreement shall commence on the first day of July 2010, if the Parties have negotiated and executed a mutually acceptable Ground Lease and Property Use Agreement by that date, and, unless earlier terminated or extended as herein provided, shall terminate at 11:59 p.m. on June 30, 2065. The expiration of the Term, or the earlier termination of this Agreement pursuant to the provisions contained herein, shall be referred to as "Agreement Termination".

**SECTION 2.** ARTICLE 3, "RECYCLED WATER POLICY ADVISORY COMMITTEE", is amended to read as follows:

A. Creation; Membership. It is mutually agreed that a recycled water policy advisory committee, consisting of six (6) members, shall be immediately created, said committee to be designated and to be known as the "Recycled Water Policy Advisory Committee" ("Committee"). The Board of Directors of the Santa Clara Valley Water District shall appoint three of its members to serve at the pleasure of the Board on the Committee. Three of the members of said Committee shall be from cities and/or agencies with voting membership on the San José/Santa Clara Treatment Plant Advisory Committee, as appointed by the City Council of the City of San José, and shall serve at the pleasure of said Council, with one (1) of such members being a member of the City Council of the City of San José and one (1) of such members being a member of the City Council of the City of Santa Clara.

B. Alternate Members. The Board of Directors of the Santa Clara Valley Water District may appoint an alternate member to serve in the place of any District regular member of the Committee. The City of San José and the City of Santa Clara may appoint alternate members for each of their respective members on the Committee. Said alternate members shall serve in the place and stead of either of the regular members appointed by the said Council or Board whenever said regular member should be absent from a meeting of the Committee, and when so serving shall have the same powers and duties as a regular Committee member.

C. Chair. At its first meeting in each fiscal year, the members of the Committee shall elect one member to serve as Chair of the Committee. The Chair shall serve until the election of a successor in the next fiscal year, or no longer a member of the Committee, whichever is earlier. Mid-fiscal year vacancies in the office of the Chair occurring in between regular elections will be filled by the Committee electing a chairperson to serve until the next regular election. The chairperson shall preside at all meetings of the Committee. In the event of the chairperson's absence from any meeting, the members of the Committee may elect a chair pro-tem to serve as chair during the latter's absence.

D. Secretary. City shall provide a secretary/clerk for the Committee in even numbered years and District shall provide secretary/clerk in odd numbered years. Said staff member shall, during the one-year term, keep minutes of the Committee's proceedings, and shall also maintain custody of all books, records, and papers of the Committee during his/her term.

E. Meetings. The meetings of the Committee shall be subject to the requirements of the Brown Act. The first meeting of the Committee shall be noticed and held on September 16, 2010, at the San José City Hall, 200 East Santa Clara Street, San José, CA 95113. Regular meetings of the Committee shall thereafter be noticed and held on the third Thursday of April beginning at 10 AM at the San José City Hall in even numbered years and at District Headquarters, 5700 Almaden Expressway, San José, CA, in odd numbered years. Special meetings may be called at any time by the chairperson or if requested by one member appointed by each Party. The notice calling the special meeting shall identify the time and place of the meeting. Notice of all meetings shall conform to applicable requirements of law, including but not limited to, noticing requirements adopted by the Parties for their respective advisory committees, boards, and commissions.

F. Quorum, Voting and Procedure. A majority of the total number of member seats, filled or vacant, including at least two members appointed by each Party, shall be necessary for the Committee to take action, although a lesser number may adjourn. Except as may otherwise be provided by resolution of the Committee, Robert's Rules of Order will be followed. The Committee may act by resolution or motion; a motion duly passed by the Committee and entered at length on the Committee's minutes shall be deemed to be a resolution.

G. Powers and Duties. The Committee shall have the following powers and duties:

1. Tender its advice to the Board of Directors of the Santa Clara Valley Water District and the City Council of the City of San José with respect to policy matters under consideration by those legislative bodies relating to the production, distribution and use of recycled water.
  - (a) Examples of matters on which the City Council and District Board agree to consider the recommendation of the Committee include:

- (i) Recommendations related to cost sharing for special studies, technical investigation, and master planning related to recycled water.
  - (ii) Recommendations related to pursuit of future grant funding for Parties' recycled water projects.
  - (iii) Recommendations related to expansion of the non-potable system and/or AWTF expansion or additional AWTF facilities with the exception of the expansion of the DPR Demonstration Facility on property leased by District at the time of expansion.
  - (iv) Recommendation related to expenditure of any Project Costs Savings.
- (b) While the following matters will not be subject to Committee review as expansion projects, they may be subject to review for other issues, such as water quality:
- (i) Pipeline extension projects for which funding has been approved or secured prior to the Effective Date.
  - (ii) Pipeline extension projects that are completely developer funded.
  - (iii) Customer or public agency facility or irrigation system improvements for use of recycled water, including customer laterals to connect to the installed SBWR pipeline distribution system.

2. Tender its advice to the legislative bodies of both Board of Directors of the Santa Clara Valley Water District and the City Council of the City of San José with respect to amendments to this Agreement.

3. Annually, on or before the first day of May each year beginning on May 1, 2011, the Recycled Water Policy Advisory Committee shall review and make recommendations to the Board of Directors of the Santa Clara Valley Water District and the City Council of the City of San José on their respective proposed budgets for the ensuing fiscal year for the maintenance, expansion, replacement, improvement and operation of the SBWR and the AWTF.

**SECTION 3:** ARTICLE 4, "SUBMISSION OF PROPOSED BUDGETS TO RECYCLED WATER ADVISORY COMMITTEE", is amended to read as follows:

A. Budget Submission and Contents. On or before April 1 of each calendar year beginning April 1, 2011, City and District shall provide draft budgets to the Recycled Water Advisory Policy Committee. City's budget shall include a complete financial plan for the budget year, for the maintenance, repair, expansion, replacement, improvement, and operation of SBWR. District's budget shall include a complete financial plan for the budget year, for the maintenance, repair, expansion, replacement, improvement, and operation of the AWTF. The draft budgets shall include the following information:

- 1. An itemized statement of estimated income and revenues from the sale of recycled water, any revenue from third parties related to operation of SBWR or the AWTF, together with a comparative statement of income and revenues for the

last complete fiscal year and the year in progress, plus a statement of estimated unencumbered balances at the beginning of the budget year.

2. An itemized statement of proposed expenditures and reserves for the budget year, together with a comparative statement of the expenditures and revenues for the last complete fiscal year and the year in progress, with the proposed expenditures and reserves for “operating costs” and the proposed expenditures and reserves for “future capital assets” separately stated.

3. Such other information as may be deemed essential or advisable.

B. Budget Adoption. The City Council of the City of San José and the Board of Directors of the Santa Clara Valley Water District shall consider any recommendation tendered by the Recycled Water Policy Advisory Committee on their respective proposed budgets for the ensuing fiscal year for the maintenance, expansion, replacement, improvement and operation of the SBWR or the AWTF. District acknowledges that the budget for the SBWR is also subject to review by the City Council of the City of Santa Clara and the Treatment Plant Advisory Committee, which advises the City Council of the City of San José and the City Council of the City of Santa Clara on certain matters related to the F. If the City Council of the City of San José or the Board of Directors of the Santa Clara Valley Water District adopts a budget for the ensuing fiscal year for the SBWR or the AWTF that is materially different than the budget that was recommended by the Recycled Water Policy Advisory Committee, or if said Council or Board fails to materially implement the budget recommendation of the Recycled Water Policy Advisory Committee, the City or District as applicable shall forward a statement of the reasons for such action to the Recycled Water Policy Advisory Committee.

**SECTION 4:** ARTICLE 5, “CONSTRUCTION OF ADVANCED WATER TREATMENT FACILITY”, is amended to read as follows:

ARTICLE 5. CONSTRUCTION OF ADVANCED WATER TREATMENT FACILITY AND DPR DEMONSTRATION FACILITY

A. Site Preparation. On or before July 1, 2010, City shall have completed the Work described in “Specification for South Bay Advanced Recycled Water Treatment Facility Project – Early Earthwork” which is further referenced as SCVWD Project No. 91184008, January 2010 (B&V Project No. 14607) on land owned by City as the Administering Agency for the Plant that is being leased to District pursuant to the Ground Lease and Property Use Agreement.

B. Design and Construction of AWTF. District shall design and construct an AWTF in accordance with the Ground Lease and Property Use Agreement. District estimates the total cost of construction of the AWTF to be \$42,250,000 - \$47,250,000.

C. City Cash Contribution To AWTF Construction Cost. City will contribute towards the cost of constructing the AWTF in the amount of Eleven Million Dollars (\$11,000,000.00), minus such reasonable costs as have been or are incurred by City for

laboratory toxicity testing done to support design of the AWTF, or for design and completion of the Work described in **Exhibit B** ("City Construction Cost Share Payment").

D. Invoicing and Payment for City's Share of AWTF Construction Cost. City shall make payment to District for AWTF construction costs as follows:

1. Within forty-five (45) calendar days after Award of the Construction Contract for the AWTF, District shall submit to City a projected construction progress payment schedule for such contract. Within fifteen (15) days after receipt of the projected construction progress payment schedule, City shall make an advance payment to District in an amount equal to thirty percent (30%) of City's Construction Cost Share Payment.
2. District shall update the construction progress payment schedule monthly to reflect any anticipated changes in the schedule.
3. Progress payments by City to District for work performed on the AWTF by District's Construction Contractor shall be based on Construction Progress Payment Estimate Sheets provided by District and approved by the Construction Contractor. District shall provide copies of Construction Progress Payment Estimate Sheets to City within twenty-four (24) hours of approval by the Construction Contractor. City shall make a first progress payment to District in an amount equal to thirty percent (30%) of City's Construction Cost Share Payment upon receipt of approved Construction Project Payment Estimate Sheets showing that the AWTF construction is at least twenty five percent (25%) complete. City shall make a second progress payment to District in an amount equal to thirty percent (30%) of City's Construction Cost Share Payment upon receipt of approved Construction Project Payment Estimate Sheets showing that the AWTF construction is at least fifty percent (50%).
4. City shall make a final payment to District in the amount of ten percent (10%) of City's Construction Cost Share Payment within sixty-five (65) days from and after the filing of Notice of Completion on the Contract, provided, however, that if the Construction Contractor elects to substitute securities for withheld funds in accordance with the provisions of Section 22200 Public Contract Code, City shall make its final payment within thirty days after receipt of written notice from District of such substitution of securities.
5. If District does not award the construction contract for the AWTF on or before September 30, 2011, District shall reimburse City for all costs incurred by City for laboratory toxicity testing done to support the AWTF, or for design and completion of the Work described in Article 5, Section D, plus interest on the sum of such costs as calculated from the date such costs were incurred by City to the date of payment by District, based on the yearly average return of City's investment portfolio.
6. Routing and account instructions for electronic payment may be provided in writing by District. District and City shall coordinate so that progress payments can be made to Construction Contractors as required by law.

7. District agrees that if the final net cost to construct the AWTF, after consideration of all grant funding, is less than \$30,000,000 the difference between the final net cost and \$30,000,000 shall be treated as Project Cost Savings. The District shall hold such Project Cost Savings subject to disposition as set forth in Article 6, Section D.

E. Design and Construction of DPR Demonstration Facility. District's design and construction of a DPR Demonstration Facility must be in accordance with the First Amendment to Ground Lease and Property Use Agreement between the City of San José and the Santa Clara Valley Water District for Advanced Water Treatment Facility.

**SECTION 5:** ARTICLE 6, "INTEGRATED MANAGEMENT OF RECYCLED WATER PROGRAMS AND FACILITIES", is amended to read as follows:

- A. Technical Working Group. Staff from each of the Parties shall meet at least quarterly to discuss work related to recycled water that is being done at a staff level, and to identify matters that should be reviewed by the Recycled Water Policy Advisory Committee pursuant to this Agreement.
1. The Chief Executive Officer of the District or their designee shall designate at least three (3) members of District staff to be members of the Technical Working Group. The City Manager of City shall designate three (3) staff members to be members of the Technical Working Group from the cities and/or agencies with voting membership on the San José/Santa Clara Treatment Plant Advisory Committee, with one (1) of such members being a City of San José staff member and one (1) of such members being a City of Santa Clara staff member. The designation of members may be by name or title. The designated Technical Working Group members for each Party may invite such other staff members to the meetings as they deem appropriate and the Technical Working Group may, by mutual agreement, invite third parties to the meetings.
  2. Agenda packets and meeting notices and staff support services to the Technical Working Group and Recycled Water Policy Advisory Committee will be provided at no charge or cost to the other Party by the Party scheduled to provide secretary/clerk services for the Recycled Water Policy Advisory Committee for the year.
  3. Each Party, through its members on the Technical Working Group, shall provide information at the Technical Working Group meetings on any costs that the Party expects to incur related to SBWR or the AWTF that are in excess of the amounts contained the budget recommended by the Recycled Water Policy Advisory Committee.
  4. Examples of matters that may be discussed in the Technical Working Group meetings include development of operational manuals for the AWTF consistent with the Engineers Report prepared by Black & Veatch and dated December 2009; efforts to identify and control salinity in Plant influent; identification of areas for appropriate expansion of the use of recycled water and recycled water quality goals; and assessment of whether demand for in county use of recycled water is less than available supply.

- B. Export of Secondary Treated Wastewater or Recycled Water. Prior to July 1, 2035, export of secondary treated wastewater or recycled water out of County is not allowed by either Party unless there is a signed written agreement approved by the City Council of the City of San José and the District Board. After July 1, 2035, if demand for in county use of recycled water is less than available supply, each Party may engage in negotiations for out of county export of secondary treated wastewater or recycled water once that Party provides one hundred eighty (180) days advance written notice to the other Party of the intent to engage in negotiations for out of county export of secondary treated wastewater or recycled water.
- C. Allocation of Project Cost Savings. Mutual consent of the governing bodies of the Parties shall be required for disposition of any Project Cost Savings; provided however, if there has been no consent on the disposition of such Project Cost Savings within one hundred eighty (180) days of recordation of Project Notice of Completion for the AWTF, the Project Cost Savings shall be used in lieu of funding that would otherwise be required to be provided by the Parties for the District Reserve Fund for membrane and UV lamp replacement costs.
- D. AWTF Operational Changes. Mutual consent of the governing bodies of the Parties shall be required prior to any changes in the operation of the AWTF and DPR Demonstration Facility that would materially change the operational parameters of the AWTF, as identified in the Ground Lease and Property Use Agreement, as amended, including but not limited to, any changes that would:
1. Allow District to use Plant secondary treated water in any facility other than the AWTF and DPR Demonstration Facility.
  2. Allow any expansion of the AWTF in size of capacity, including any increase in brine discharge.
  3. Provide advance treated water from the AWTF to any facility other than SBWR.
  4. Reduce the annual quantity of secondary treated water provided to the AWTF below the amount needed to meet recycled water quality goals as set by the Technical Working Group.

**SECTION 6:** ARTICLE 7, "FINANCIAL SUPPORT FOR COSTS OF PRODUCING AND DISTRIBUTING RECYCLED WATER", is amended to read as follows:

- A. District Support Payments Prior to Operation of AWTF. District shall make payments to City in the amount of One Million Dollars (\$1,000,000) per year to support expanding the usage of water produced by SBWR. The first payment shall be made on or before August 1, 2010, covering the fiscal year July 1, 2010-June 30, 2011, and subsequent payments shall be made on August 1<sup>st</sup> of each succeeding year until the AWTF commences operation. If the AWTF becomes operational during any fiscal year

for which a payment has been made, City shall, within sixty (60) days of such commencement of operation, refund District a share of the payment prorated to reflect the number of days from July 1<sup>st</sup> of the fiscal year for which the payment was received to the date of termination or commencement of operation, whichever is earlier, plus simple interest on such sum calculated from the date payment was received by City to the date payment is made to District, based on the yearly average return of City's investment portfolio. City shall use the funds provided by District solely to support expanding the usage of water produced by SBWR. If this Agreement is terminated by City prior to AWTF becoming operational, City shall refund to District all of the payments made by District pursuant to this section.

**B. Operational Support Payments Upon Commencement of Operation of AWTF through June 30, 2030.**

1. Beginning in the first full fiscal year after the AWTF becomes operational through June 30, 2030, if District's Net Operating Cost for AWTF is less than City's Net Operating Costs for SBWR, District shall make a payment to City in the amount necessary to equalize the amount paid by each Party for Total Net Operating Costs. The calculation of the equalizing District support payment shall be as illustrated in **Exhibit C** and incorporated by reference herein.
2. Beginning in the first full fiscal year after the AWTF becomes operational, if City's Net Operating Cost for SBWR are less than Two Million Dollars (\$2,000,000) and less than District's Net Operating Cost for AWTF, City shall make a payment to District to equalize the amount paid by each Party for Total Net Operating Costs; provided, however, that the total of City's Net Operating Cost and City's payment to District shall not exceed Two Million (\$2,000,000), unless there is City Net Operating Revenue, in which case, City's payment to District shall be ½ of such City's Net Operating Revenue up to District's Net Operating Cost and thereafter, City's payment to District shall be based on a percentage of the Net Operating Revenue that is equal to the ratio of the District's Capital Investment in the SBWR system and the AWTF relative to the Parties' Total Capital Investment in the SBWR system and the AWTF. The calculation of the equalizing City support payment shall be as illustrated in **Exhibit C** and incorporated by reference herein.

**C. Invoicing and Payment Procedure for Operational Support Payments through June 30, 2030.**

1. Commencing in the first full fiscal year after the AWTF becomes operational through June 30, 2030; the Parties shall exchange Statements of Net Operating Costs within thirty (30) days after the exchange of audited financial statements for that year as required under Article 9 below.
2. After the exchange of Statements of Net Operating Costs, an invoice shall be prepared by the Party to whom an equalizing payment is due pursuant to Section B of this Article 7 and submitted to the Party from whom payment is due pursuant to Section B of this Article 7. Payment shall be due within forty-five (45) days of receipt of invoice.

3. Routing and account instructions for electronic payment may be provided by either Party to the other Party.

**D. Operational Support Payments Upon Commencement of Operation of AWTF effective July 1, 2030.**

1. Commencing in Fiscal Year 2030-2031, District shall be reimbursed from City Net Operating Revenue for the District Net Operating Cost for AWTF and for maintaining a Reserve Fund. The total payment for the District Net Operating Cost and for the maintenance of a Reserve Fund relative to SBWR Recycled Water Revenue shall not exceed the percentage of the District's Capital Investment in the SBWR System and the AWTF relative to the Parties' Capital Investment in the SBWR System and the AWTF. The Reserve Fund may be expended for the specified purposes, and these expenditures shall not be included in the District's Net Operating Cost; provided that the District's expenditures from the Reserve Fund that District funded prior to July 1, 2030, may be included the District's Net Operating Cost until depleted.
2. The District shall notify the City within 120 days before the end of the fiscal year to request a modification in the payment to the extent that the Reserve Fund is insufficient to pay for eligible expenses planned for the upcoming fiscal year. The Parties must mutually agree in writing that the proposed expenditure is necessary to adjust the payment amount for the Reserve Fund.
3. Every five years, the Parties agree to evaluate the total maximum amount allowable in the Reserve Fund to maintain the AWTF, and to negotiate in good faith to amend this Agreement accordingly.

**E. Invoicing and Payment Procedure for Operational Support Payments Effective July 1, 2030.**

1. Commencing in Fiscal Year 2030-2031; the Parties shall exchange Statements of Net Operating Costs within thirty (30) days after the exchange of audited financial statements for that fiscal year as required under Article 9 below.
2. Within forty-five (45) days after the exchange of Statements of Net Operating Costs, the City will provide payment for the District's Net Operating Cost for AWTF and for maintaining a Reserve Fund.
3. Routing and account instructions for electronic payment may be provided by either Party to the other Party.

**SECTION 7:** ARTICLE 10, "TERMINATION OF AGREEMENT", is amended to be read as follows:

**A. Automatic Early Termination.**

1. This Agreement will automatically terminate if District has not awarded the contract for construction of the AWTF by September 30, 2011.

B. Intentionally deleted.

C. Breach of Agreement. In the event either Party to this Agreement should, at any time, claim that the other Party has in any way breached or is breaching this Agreement, the Parties shall meet and confer regarding the same within thirty days of request by either Party. If the first meet and confer session is unsuccessful, a second meet and confer session shall be scheduled within twenty days and shall be attended by a Department Head or higher level official for City and an Assistant Operating Officer or higher level official for District. No action for breach of this Agreement, and no action for any legal relief because of any breach or alleged breach of this Agreement shall be filed or commenced, and nothing shall be done by either Party to rescind or terminate this Agreement, unless and until the above provisions of this paragraph have been complied with and unless the complaining Party has first given to the other Party written notice and a reasonable time after conclusion of said meet and confer efforts within which to cure any breach or alleged breach.

D. Remedies. In addition to all other rights and remedies that either Party may have upon termination of this Agreement, City shall be entitled to receive from District and District shall pay to City, within sixty (60) days of the date of the termination, an amount equal to the remaining balance in the District Reserve Fund for equipment and unanticipated replacement costs, which remaining balance shall include interest posted to the fiscal year balance in said account on an annual basis, based on the yearly average return of the District investment portfolio; provided, including interest thereon that are remaining in the Reserve Fund as of effective date of the termination shall be paid to District ("Reserve Fund Balance Payout").

**SECTION 8:** ARTICLE 12, "NOTICES", is amended to read as follows:

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either Party to the other, shall be in writing and shall be addressed as follows, or to such other place as City or District, respectively, may notify the other in writing.:

If to City, the same shall be addressed to:

Jeff Provenzano  
Director of Environmental Services  
City of San José  
200 East Santa Clara Street, 10<sup>th</sup> Floor Tower  
San José, CA. 95113

If to District, the same shall be addressed to:

Aaron Baker  
Chief Operating Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San José, CA 95118

All notices shall be sufficiently given and served upon the other Party if sent by first-class U.S. mail, postage prepaid. All termination notices shall be served in accordance with California Code of Civil Procedure Section 1162, as may be amended or modified.

**SECTION 9:** EXHIBIT A, "DEFINITIONS", is replaced with the First Amended EXHIBIT A, "DEFINITIONS".

**SECTION 10:** EXHIBIT B, "ADJACENT SITE", is replaced with the First Amended EXHIBIT B, "ADJACENT SITE".

**SECTION 11:** EXHIBIT C, "FINANCIAL SUPPORT PAYMENT ILLUSTRATIONS", is replaced with the First Amended EXHIBIT C, "FINANCIAL SUPPORT PAYMENT ILLUSTRATIONS".

**SECTION 12:** Except as otherwise amended herein, all other provisions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as follows.

**“CITY”**

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal Corporation

\_\_\_\_\_  
LEANNE BOLANO  
Deputy City Attorney

\_\_\_\_\_  
TONI J. TABER, MMC  
City Clerk

**“DISTRICT”**

APPROVED AS TO FORM

SANTA CLARA VALLEY WATER DISTRICT, a public entity

\_\_\_\_\_  
BRIAN C. HOPPER  
Sr. Assistant District Counsel

\_\_\_\_\_  
MELANIE RICHARDSON, P.E.  
Chief Executive Officer

## FIRST AMENDED EXHIBIT A

### DEFINITIONS

**“Advanced Water Treatment Facility” or “AWTF”** - shall mean an advanced treated recycled water facility and related facilities (AWTF), to be located on lands owned by the Plant, that will accept up to twelve (12) million gallon per day (mgd) of Plant secondary effluent for treatment through microfiltration and will provide up to 8 mgd reverse osmosis treated water for blending with the Plant’s recycled water to expand irrigation and industrial uses.

**“City’s Capital Investment in the AWTF”** - shall mean the value of the AWTF and Related Facilities, as determined pursuant to the same methodology used by the City as administering agency for the Plant, for the purpose of allocating Plant costs among the cities and agencies discharging to the Plant, times a percentage having the sum of all City capital contributions toward the AWTF as the numerator and all District and City capital contributions as the denominator. For example, if the value of the AWTF and Related Facilities as of the applicable date of valuation is \$50,000,000; the sum of the City’s capital contributions is \$12,000,000; and the sum of District’s capital contributions is \$32,000,000; the City’s Capital Investment in the AWTF would be \$13,636,365.

**“City’s Capital Investment in the SBWR System”** - shall mean the sum of the value of all SBWR System Assets, as determined annually by the City as administering agency for the Plant, for the purpose of allocating Plant costs among the cities and agencies discharging to the Plant, less the value of District’s Capital Investment in the SBWR System.

**“City’s Capital Investment in the SBWR System and the AWTF”** - shall mean the sum of the City’s Capital Investment in the SBWR system and the City’s Capital Investment in the AWTF. As of June 30, 2024, the City’s Capital Investment in the SBWR System and the AWTF was \$250,234,129.

**“City Net Operating Cost for SBWR”** - shall mean and include any and all costs and expenses incurred by San José for the administration, operation, maintenance and repair of SBWR or the AWTF (including but not limited to, costs incurred by Plant to treat microfiltration return water and costs to investigate and remedy any effluent limit and toxicity violations of the Plant’s NPDES result from the addition of reverse osmosis concentrate (reject) from the AWTF to Plant effluent for blending prior to discharge to San Francisco Bay), less all revenue received by San José from wholesale recycled water sales. City’s Net Operating Cost for SBWR shall not exceed the amounts stated in the Draft SBWR Budget provided by City to the Recycled Water Policy Advisory Committee, except for costs attributable to unanticipated increases in supplies, material, equipment and labor rates. The methodology used to develop the following City’s Net

Operating Cost for SBWR for fiscal year 2008-09 <sup>1</sup> shall be used to calculate future City Net Operating Cost for SBWR:

**South Bay Water Recycling Operating Cost Based on Adopted 2008-09 Budget**

<b>Description</b>	<b>Personal Service</b>	<b>Non-Personal Services</b>	<b>Total</b>
Program Administration, Permitting and Compliance	\$1,699,754	\$522,235	\$2,222,079
System Operations and Maintenance	\$968,165	\$408,535	\$1,376,700
Capital Planning and Engineering	\$171,891	\$580,252	\$752,143
Communication and Outreach		\$76,920	\$76,920
City of San Jose Overhead and Capitated Services		\$248,186	\$248,186
<b>Total SBWR Operating Expenses</b>	<b>\$2,839,810</b>	<b>\$1,836,218</b>	<b>\$4,676,028</b>
<b>SBWR Recycled Water Revenue</b>	<b>Irrigation and Agriculture \$1,194,498</b>	<b>Industrial \$476,268</b>	<b>\$2,670,766</b>
<b>SBWR Net Operating Costs</b>			<b>\$2,005,261</b>

“**City Net Operating Revenue**” - shall mean the amount by which City’s revenue from wholesale-recycled water sales exceeds costs and expenses incurred by San José for the administration, operation, maintenance and repair of SBWR, but shall not include any revenue received by City from District for recycled water sold to District pursuant to the Silver Creek Pipeline Agreement.

“**District’s Capital Investment in the AWTF**” - shall mean the value of the AWTF and Related Facilities, as determined pursuant to the same methodology used by the City as administering agency for the Plant, for the purpose of allocating Plant costs among the cities and agencies discharging to the Plant, times a percentage having the sum of all District capital contributions toward the AWTF as the numerator and all District and City capital contributions as the denominator. For example, if the value of the AWTF and Related Facilities as of the applicable date of valuation is \$50,000,000; the sum of the City’s capital contributions is \$12,000,000; and the sum of District’s capital contributions is \$32,000,000; the District’s Capital Investment in the AWTF would be \$36,363,635. The proposed expenditures from the Reserve Fund shall not be treated as District

<sup>1</sup> The budgeted costs for 2008-09 do not include the costs to treat microfiltration return water or to investigate or remedy any effluent limit and toxicity violations of the Plant’s NPDES result from the addition of reverse osmosis concentrate (reject) from the AWTF to Plant effluent for blending prior to discharge to San Francisco Bay. These costs will be added in the budget for the first year in which the AWTF is projected to commence operations.

capital contributions for the purposes of calculating District’s Capital Investment in the AWTF.

**“District’s Capital Investment in the SBWR System”** - shall mean the prorated value of any SBWR System Assets for which the District has provided capital funding determined according to the percentage funding provided by the District for each such asset. As of the date of execution of the Agreement, the District has no Capital Investment in the SBWR System.

**“District’s Capital Investment in the SBWR System and the AWTF”** - shall mean the sum of the District’s Capital Investment in the SBWR system and the District’s Capital Investment in the AWTF. As of June 30, 2024, the District’s Capital Investment in the SBWR System and the AWTF was \$65,578,130.

**“District Net Operating Cost for AWTF”** - shall mean and include all costs and expenses incurred by District for the administration, operation, maintenance and repair of the AWTF, less any revenue that may be received by District from wholesale recycled water sales of SBWR or AWTF water, from third parties for operation of the AWTF, but shall not include any revenue received by District from resale of recycled water sold by City to District pursuant to the Silver Creek Pipeline Agreement. The District may include the Reserve Fund as an operating cost until June 30, 2030. The District’s Net Operating Cost for AWTF shall not exceed the amount stated in the Draft AWTF Budget provided by District to the Recycled Water Policy Advisory Committee, except for costs attributable to unanticipated increases supplies, material, equipment and labor. The methodology used to develop the following estimate of District’s Net Operating Cost for AWTF for projected, which is explained in more detail in the Black & Veatch Draft Project Report No. 146071, dated July 2007, shall be used to calculate future District Net Operating Cost for AWTF<sup>2</sup>:

**Cost Estimate Using Average Annual Microfiltration Feed of  
8.7 mgd (summer)/3.6 mgd winter**

Description	Summer Months	Winter Months	Annual Cost
Energy	\$900,000	\$260,000	\$1,160,000
Chemicals	\$230,000	\$80,000	\$310,000
Labor	\$650,000	\$470,000	\$1,120,000
Reserve Fund for equipment and unanticipated Replacement (until June 30, 2030)			\$810,000
UV Lamps Replacement			\$70,000

<sup>2</sup> The estimate assumes that District will not receive any third party revenue from operation of the AWTF. If revenue is received, it will be applied to costs before calculation of the District Net Operating Costs.

Description	Summer Months	Winter Months	Annual Cost
Miscellaneous Cost			<sup>3</sup>
Tanks			\$59,000
Parts Replacement			\$25,000
<b>Total Annual O&amp;M Cost (Year 2010)</b>			<b>\$3,554,000</b>

**“Direct Potable Reuse”, or “DPR” Water** - shall mean treated recycled water that meets the requirements of Tit. 22 Cal. Code Regs. Art. 10 and is introduced either directly into a public water system or into a raw water supply immediately upstream of a water treatment plant, in accordance with Tit. 22 Cal. Code Regs. § 64669.05.

**“DPR Demonstration Facility”** - shall mean a (“DPR”) demonstration facility that will utilize unused secondary wastewater included within the Integration Agreement for the Plant and treating it through a new purification treatment technique consistent with DPR regulations. This DPR Demonstration Facility will treat wastewater from the Plant such that it meets all regulatory requirements for potable reuse. This includes a separate structure for an education learning center to promote outreach and education through visits of the public, students, and technical experts.

**“Parties’ Capital Investment in the SBWR System and the AWTF”** - shall mean the sum of the City’s Capital Investment in the SBWR System and the AWTF and the District’s Capital Investment in the SBWR System and the AWTF.

**“Plant”, or “RWF”, or “WPCP”** - shall mean the San José/Santa Clara Water Pollution Control Plant commonly known as the Regional Wastewater Facility.

**“Silver Creek Pipeline Agreement”** - shall mean the agreement between the Parties’ “Management and Operation of the South Bay Water Recycling (SBWR), including the Silver Creek Pipeline”, dated January 22, 2002.

**“Reserve Fund”** - shall mean the funding amount reserved for major or unforeseen costs, equipment replacement, membrane replacement, UV lamp replacement, and other costs attributable to unanticipated increases for supplies, material, equipment and labor rates not to exceed a maximum amount of \$4,000,000.

**“SBWR Recycled Water Revenue”** - shall mean all revenues received by the City from the sale of wholesale recycled water, but shall not include any revenue received by City from District for recycled water sold to District pursuant to the Silver Creek Pipeline Agreement.

**“SBWR System Assets”** - shall mean all assets owned and operated by City for the wholesale distribution of recycled water, but shall not include any recycled water assets

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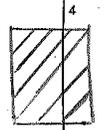
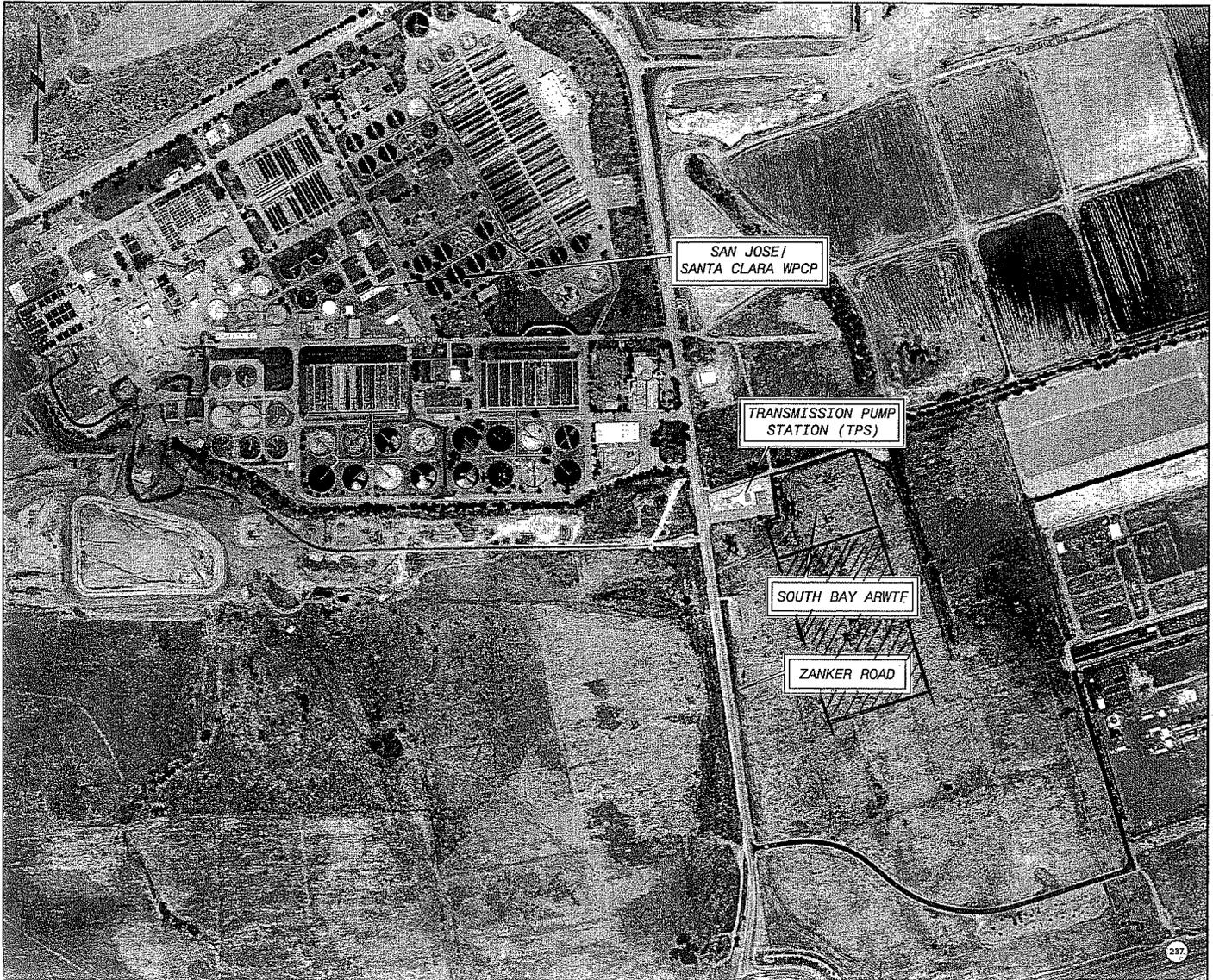
<sup>3</sup> Other costs incurred for operation of the AWTF that are specifically described and included in the approved budget.

owned and operated by water retailers or by the District pursuant to the Silver Creek Pipeline Agreement.

**“Total Net Operating Costs”** - shall mean City’s Net Operating Cost for SBWR, plus District’s Net Operating Cost for AWTF.

D E F G H

EXHIBIT B



Adjacent Site

4

3

2

FIRST AMENDED EXHIBIT B

**FIRST AMENDED EXHIBIT C**

**FINANCIAL SUPPORT PAYMENT ILLUSTRATIONS**

The following financial support payment calculations effective through June 30, 2030 are provided for illustration purposes:

**Total Net Operating Loss Scenarios**

District's Net Operating Costs for AWTF	\$3.5 Million
City's Net Operating Cost for SBWR	\$2.5 Million
Total Net Operating Costs	\$6 Million
No payment by either Party	

District's Net Operating Costs for AWTF	\$3,500,000
City's Net Operating Cost for SBWR	\$1,500,000
Total Net Operating Costs	\$5,000,000
City's Payment to District	\$500,000

**Total Net Operating Revenue Scenario**

District's Net Operating Costs for AWTF	\$4,500,000
City's Net Operating Revenue for SBWR (City's Operating Revenue of \$10,000,000 – City's Operating Costs for SBWR of \$4,500,000)	\$5,500,000
District's Capital Investment in AWTF and SBWR	\$50,000,000
City's Capital Investment in AWTF and SBWR	\$250,000,000
Parties' Total Capital Investment in AWTF and SBWR	\$300,000,000
City's Operating Cost Support Payment to District (1/2 of City Net Operating Revenue)	\$2,750,000
City's Excess Revenue Payment to District (16.66% of balance of City's Net Operating Revenue after City's Operating Costs Support Payment)	\$458,333.15
City's Retained Excess Revenue (83.34% of balance of City's Net Operating Revenue after City's Operating Costs Support Payment)	\$2,291,666.90



## Agenda Report

25-64

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The Santa Clara Bicycle Plan and the Pedestrian Master Plan include recommendations to study the need for 15 miles per hour (mph) speed limits within school zones in the City. With the approval of Assembly Bill 321 (AB 321) in 2007, the State of California modified California Vehicle Code (CVC) Section 22358.4 to provide local jurisdictions the authority to establish 15 mph speed limits on residential streets within 500 feet of a school boundary when children are present. Public, charter, or private schools are eligible. The new law intends to enhance children's safety while walking and bicycling to school by reducing vehicle speeds in the immediate area.

To qualify for a 15 mph speed limit in a school zone, a street is required to meet the following conditions:

- a) Must be residential street with a maximum of two through lanes (one in each direction).
- b) The existing speed limit of the street is 30 mph or less.
- c) Speed limits established will apply to both directions of travel.
- d) Streets are within 500 feet from a school property

In response to the Bicycle Plan and Pedestrian Plan recommendations, the City hired Advanced Mobility Group to complete an evaluation of streets adjacent to 29 public and private K-12 schools in Santa Clara for potential implementation of 15 mph speed limits.

#### DISCUSSION

The evaluation determined that of the 29 schools, the following 28 schools (Attachment 1) have nearby streets eligible for 15 mph speed limits.

1. Bowers Elementary School (Public)
2. Bracher Elementary School (Public)
3. Briarwood Elementary School (Public)
4. Don Callejon Arts and Design School (TK-8) (Public)
5. Central Park Elementary School (Public)
6. Eisenhower Elementary School (Public)
7. Haman Elementary School (Public)
8. Hughes Elementary School (Public)

9. Laurelwood Elementary School (Public)
10. Milikin Elementary School (Public)
11. Montague Elementary School (Public)
12. Pomeroy Elementary School (Public)
13. Scott Lane Elementary School (Public)
14. St. Lawrence Elementary & Middle School (Private)
15. Sutter Elementary School (Public)
16. Washington Open Elementary School (Public)
17. Buchser Middle School (Public)
18. Cabrillo Middle School (Public)
19. Stratford Middle School (Private)
20. New Valley High School (Public)
21. Santa Clara Community Day School (Public)
22. Wilcox High School and Santa Clara Adult Education (Public)
23. Wilson High School (Public)
24. Monticello Academy (Private)
25. Westwood Elementary School (Public)
26. Santa Clara Christian School - Monticello Academy (Private)
27. Stratford School - Dolores Avenue (Private)
28. St. Clare School (Private)

The 29<sup>th</sup> school evaluated was Santa Clara High School which does not have any streets eligible for 15 mph speed limits. For the remaining 28 schools, there are 42 roadway segments eligible for 15 mph streets and the list of streets is included in Attachment 2. It is important to note that certain schools are in very close proximity to other schools so the same streets for potential 15 mph speed limits can be listed for multiple schools.

Outreach/School Coordination: Involving the community was essential for ensuring the success of this safety initiative. Throughout the project, staff reached out to the various schools to solicit feedback on the potential for 15 mph streets. To raise public awareness about the proposed 15 mph speed limit near schools, information was shared on the City's social media platforms and project webpage, featured in the City Hall News, and displayed on roadway signs placed along the 42 roadway segments near the 28 Santa Clara schools (see Attachment 3). The Santa Clara Unified School District also supported outreach efforts by distributing flyers through their communication channels and provided a letter of support (see Attachment 4).

Other Cities: 15 mph speed limits in school zones have been implemented in several Bay Area cities including San Francisco, San Mateo, Redwood City, Mountain View, Sunnyvale, and San Jose.

Staff recommends implementing 15 mph speed limits in school zones at 28 schools to enhance children's safety while traveling to and from school. Staff is also recommending that the City Council authorize implementation of future 15 mph speed limits in eligible school zones as additional Santa Clara schools are opened in the future.

## **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or

private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

**FISCAL IMPACT**

The cost of materials and labor for this project is anticipated to be \$50,000 and will be funded by Project 1211 - Neighborhood Traffic Calming.

**COORDINATION**

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

**PUBLIC CONTACT**

Staff reached out to K-12 schools in Santa Clara and also shared information about the project on the City's social media platforms, project webpage, and City Hall News. Additionally, the City placed roadway signs along the proposed 42 roadway segments near the 28 Santa Clara schools

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

**RECOMMENDATION**

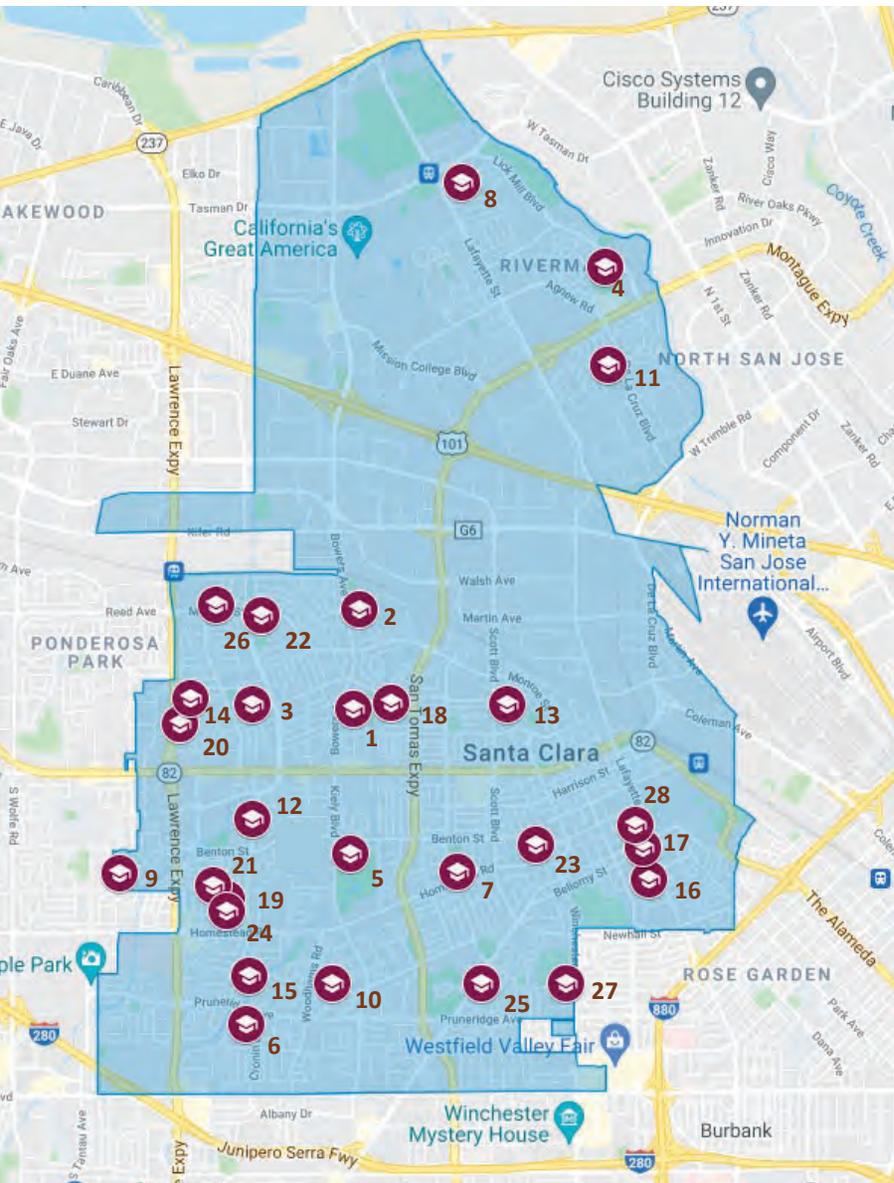
1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations.
2. Adopt a Resolution Establishing 15 Mile Per Hour Speed Limits in School Zones When Children Are Present.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

1. Map of Schools with Eligible Streets for 15 mph Speed Limits
2. Table of Roadway Segments Eligible for 15 mph School Zone Speed Limits
3. Sample of 15 MPH School Zone Speed Limit Flyer
4. Santa Clara Unified School District Support Letter
5. Resolution to Adopt 15 MPH School Zone Speed Limits



## City of Santa Clara

### Schools with Eligible Streets for 15 MPH Speed Limits

No.	School
1	Bowers Elementary School (Public)
2	Bracher Elementary School (Public)
3	Briarwood Elementary School (Public)
4	Don Callejon Arts and Design School (TK-8) (Public)
5	Central Park Elementary School (Public)
6	Eisenhower Elementary School (Public)
7	Haman Elementary School (Public)
8	Hughes Elementary School (Public)
9	Laurelwood Elementary School (Public)
10	Milikin Elementary School (Public)
11	Montague Elementary School (Public)
12	Pomeroy Elementary School (Public)
13	Scott Lane Elementary School (Public)
14	St. Lawrence Elementary & Middle School (Private)
15	Sutter Elementary School (Public)
16	Washington Open Elementary School (Public)
17	Buchser Middle School (Public)
18	Cabrillo Middle School (Public)
19	Stratford Middle School (Private)
20	New Valley High School (Public)
21	Santa Clara Community Day School (Public)
22	Wilcox High School and Santa Clara Adult Education (Public)
23	Wilson High School (Public)
24	Monticello Academy (Private)
25	Westwood Elementary School (Public)
26	Santa Clara Christian School - Monticello Academy (Private)
27	Stratford School - Dolores Avenue (Private)
28	St. Clare School (Private)

# Table of Roadway Segments Eligible for 15 MPH School Zone Speed Limits

No. of Schools	School	Streets	No. of Through Lanes	Speed Segment Begins	Speed Segment Ends	Posted Speed Limit (mph)	Recommended Speed Limit When Children Are Present (mph)
S1	Bowers Elementary School (Public)	Larsen Pl	2	Larsen Ct	Barkley Ave	25	15
		Barkley Ave	2	Bowers Ave	Shamrock Ave	25	15
S2	Bracher Elementary School (Public)	Chromite Dr	2	Bowers Ave	South Dr	25	15
S3	Briarwood Elementary School (Public)	Townsend Ave	2	Cabrillo Ave	Fowler Ave	25	15
S4	Don Callejon Arts and Design School (TK-8) (Public)	East River Pkwy	2	Hargis Wy	Lick Mill Blvd	25	15
S5	Central Park Elementary School (Public)	Sonoma Pl	2	Benton St (West)	Benton St (East)	25	15
S6	Eisenhower Elementary School (Public)	Allen Wy	2	Rodonovan Dr	Cronin Dr	25	15
		Cronin Dr	2	Pruneridge Ave	Mauricia Ave	25	15
		Rodonovan Dr	2	Allen Wy	Rodonovan Ct	25	15
S7	Haman Elementary School (Public)	Los Padres Blvd	2	Benton St	Hart Avenue	25	15
		Homestead Rd	2	Lansford Pl	Sunset Dr	25	15
S8	Hughes Elementary School (Public)	Calle de Escuela	2	Calle De Primavera	Avenida De Los Arboles	25	15
S9	Laurelwood Elementary School (Public)	Teal Dr	2	Thrush Wy	Lochinvar Ave	25	15
S10	Milikin Elementary School (Public)	Forbes Ave	2	Bancroft St	Kiely Blvd	25	15
		Stevenson St	2	500' West of School Property Line	Hobart Terrace	25	15
S11	Montague Elementary School (Public)	Laurie Ave	2	Argus Wy	MacGregor Ln	25	15
S12	Pomeroy Elementary School (Public)	Pomeroy Ave	2	Calabazas Blvd	500' South of School Property Line	30	15
S13	Scott Lane Elementary School (Public)	Cabrillo Ave	2	Scott Blvd	Monroe St	25	15
S14	St. Lawrence Elementary & Middle School (Private)	St Lawrence Dr	2	Lawrence Rd	Bella Vista Ave	25	15
S15	Sutter Elementary School (Public)	Pomeroy Ave	2	Forbes Ave	Pruneridge Ave	25	15
		Forbes Ave	2	Cambridge Dr	500' East of School Property Line	25	15
S16	Washington Open Elementary School (Public)	Monroe St	2	Bellomy St	Manchester Dr	30	15
S17	Buchser Middle School (Public)	Monroe St	2	Bellomy St	Manchester Dr	30	15
		Market St	2	Monroe St	Lafayette St	25	15
		Bellomy St	2	Monroe St	Jackson St	25	15
		Jackson St	2	Market St	Bellomy St	25	15
		Washington St	2	Santa Clara St	Lafayette St	25	15
S18	Cabrillo Middle School (Public)	Cabrillo Ave	2	Morrison Ave	San Tomas Expy	30	15
S19	Stratford Middle School (Private)	Brookdale Dr	2	Bing Dr	Quince Ave	25	15
		Lochinvar Ave	2	Bing Dr	Pomeroy Ave	25	15
		Pomeroy Ave	2	Brookdale Dr	Homestead Rd	30	15
S20	New Valley High School (Public)	St Lawrence Dr	2	Lawrence Rd	Bella Vista Ave	25	15
		Lawrence Rd	2	St. Lawrence Dr	Warburton Ave	25	15
S21	Santa Clara Community Day School (Public)	Brookdale Dr	2	Bing Dr	Quince Ave	25	15
		Lochinvar Ave	2	Bing Dr	Pomeroy Ave	25	15
		Pomeroy Ave	2	Brookdale Dr	Homestead Rd	30	15
		Brookdale Dr	2	Bing Dr	Quince Ave	25	15
S22	Wilcox High School and Santa Clara Adult Education (Public)	Calabazas Blvd	2	Monroe St	San Juan Ave	25	15
S23	Wilson High School (Public)	Homestead Rd	2	Scott Blvd	Monastery Wy	25	15
		Benton St	2	Scott Blvd	Pierce St	25	15
S24	Monticello Academy (Private)	Brookdale Dr	2	Bing Dr	Quince Ave	25	15
		Lochinvar Ave	2	Bing Dr	Pomeroy Ave	25	15
		Pomeroy Ave	2	Brookdale Dr	Homestead Rd	30	15
S25	Westwood Elementary School (Public)	Los Padres Blvd	2	Saratoga Ave	Osborne Ave	25	15
		N Cypress Ave	2	Saratoga Ave	Glendenning Ave	25	15
		Bohannon Dr	2	Los Padres Blvd	N. Cypress Ave	25	15
S26	Santa Clara Christian School - Monticello Academy (Private)	Monticello Wy	2	Agate Dr	Monroe St	25	15
S27	Stratford School - Dolores Avenue (Private)	Dolores Ave	2	Crestview Dr	N. Winchester Blvd	25	15
S28	St. Clare School (Private)	Washington St	2	Homestead Rd	Market St	25	15
		Santa Clara St	2	Jackson St	Lafayette St	25	15
		Lexington St	2	Main St	Lafayette St	25	15

SCHOOL

SPEED  
LIMIT

15

# School Zone 15 MPH Speed Limits

In support of the City of Santa Clara's goal in creating safer streets for children around schools, the school zone speed limit on certain streets is proposed to be lowered from 25 to 15 miles per hour when children are present.

To learn more about this initiative and view which streets are proposed to have a school zone speed limit change, scan the QR code or visit **[SantaClaraCA.gov/15MPH](https://SantaClaraCA.gov/15MPH)**.



**City of  
Santa Clara**  
The Center of What's Possible

April 25, 2025

City of Santa Clara  
City Council  
1500 Warburton Avenue  
Santa Clara, CA 95050

**Subject: Letter of Support for Reducing Speed Limits Around Schools**

Dear Honorable Members of the Santa Clara City Council,

Santa Clara Unified School District strongly supports the City of Santa Clara's initiative to reduce speed limits around schools from 25 mph to 15 mph when children are present. We understand the City's Department of Public Works plans to propose this initiative to the City Council on June 24, 2025, and we are writing to express our enthusiastic endorsement.

The safety of our students is our utmost priority. Lowering speed limits in school zones is a proven method to significantly reduce the risk and severity of traffic collisions, protecting our children as they travel to and from school. We believe this measure aligns with the City's and District's goal of creating safer streets and routes to school for children and will contribute to a more secure environment for our entire community.

We understand that the City's proposal includes reducing speed limits on specific streets adjacent to schools, as outlined in the City's documentation. We acknowledge that other roadways with the existing 25 mph speed limit when children are present will remain as is. We also understand that the City will allow for the reduction of school zone speed limits to 15 mph for both existing and future schools, which demonstrates a commitment to long-term safety.

We commend the City's proactive approach to addressing this critical safety issue. We urge the City Council to approve the Resolution on June 24, 2025, as proposed, to enable the installation of new signage before the start of the 2025-2026 school year.

Thank you for your attention to this important matter and for your ongoing commitment to the safety of our children.

Sincerely,



Michal Healy  
Director, Facility Development and Planning  
mhealy@scusd.net

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, ESTABLISHING 15 MILE PER HOUR SPEED  
LIMITS IN SCHOOL ZONES**

**WHEREAS**, the City of Santa Clara Bicycle Master Plan Update 2018 was approved and adopted by the City Council on September 24, 2019, under Resolution No. 19-8761, and serves as a long-range planning document designed to develop a comprehensive bicycling network and encourage bicycling as a safe and healthy alternative to the motor vehicles;

**WHEREAS**, the City of Santa Clara Pedestrian Master Plan was approved and adopted by the City Council on February 25, 2020, under Resolution No. 20-8814, and serves as a guide for creating a safe, comfortable, and enjoyable walking environment for current and future residents;

**WHEREAS**, as part of the Safe Routes to School recommendations within the Bicycle Master Plan and Pedestrian Master Plan, an objective was included to reduce speed limits to 15 miles per hour (mph) near schools when children are present in order to lower the risk of pedestrian-involved collisions;

**WHEREAS**, California Vehicle Code Section 22358.4(b) authorizes local authorities by resolution to determine and declare prima facie speed limits of 15 mph on streets in a residential district with posted speed limit of 30 mph or lower within 500 feet of an adjacent school when posted with a school warning sign that indicates a 15 mph speed limit when children are going to or leaving the school, either during school hours or during the noon recess period;

**WHEREAS**, the City has identified 42 roadway segments as identified in Attachment 1 that satisfy the criteria set forth in California Vehicle Code Section 22358.4; and,

**WHEREAS**, the City desires to establish 15 mph speed limits on the 42 roadway segments identified in Attachment 1.

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

1. Pursuant to California Vehicle Code Section 22358.4, the City Council hereby establishes a school zone speed limit of 15 mph up to 500 feet from school grounds on the roadway segments identified in Attachment 1, attached and incorporated herein by reference.
2. The City Council hereby establishes a 15 mph speed limit on future qualified roadway segments that meet the criteria set forth in California Vehicle Code Section 22358.4.
3. The City Traffic Engineer is authorized to post the speed limit signs as appropriate in accordance with this resolution.
4. Effective date. This resolution shall become effective upon its passage and adoption and installation of school zone speed limit signs.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
Table of Roadway Segments Eligible for 15 MPH School Zone Speed Limits



## Agenda Report

25-614

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action to Authorize the Use of City Electric Forces for Public Works at 4200 Great America Parkway

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Section 1310 of the Santa Clara City Charter (Contracts on Public Works) states “that every contract involving an expenditure of more than one thousand dollars (\$1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

#### DISCUSSION

Staff believes that the work described below is better performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, the staff recommends that the City Council declares and determines that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number: 39101  
Location: 4200 Great America Parkway  
Type of Service: Reliability (2006)  
Description of Work: Remove 2900' street light wire, 60' low voltage wire, splices, and 2-meters.  
Install 2900' street light wire.  
Estimated Cost: \$46,963  
Appropriation: Electric Utility Capital Fund (591) Project 2006 - Transmission and Distribution Capital Maintenance and Betterments  
Source of Revenue: Customer/Service Charges

Historically, City staff has performed small project work like this under the use of City Forces exception and justification above. In preparation for the implementation and roll out of the new Arcos crew management system scheduled to go live in spring/summer 2025, SVP staff will be developing a process to review this practice on a routine basis to provide further support for this approach.

**ENVIRONMENTAL REVIEW**

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15302 (Class 2 -Replacement or Reconstruction) of Title 14 of the California Code of Regulations as the proposed work involves the replacement of electric facilities involving negligible expansion of capacity.

**FISCAL IMPACT**

The funds to support the staff time for work performed by Silicon Valley Power (SVP) and related construction materials for the work detailed in this report totaling \$46,963 are included in the FY 2024/25 Adopted CIP Budget, in Project 2006 - Transmission and Distribution Capital Maintenance and Betterments in the Electric Utility Capital Fund. All of the referenced work will be performed by City SVP staff. Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4200 Great America Parkway with an estimated cost of \$46,963 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Reviewed by: Nico Procos, Acting Chief Electric Utility Officer

Approved by: Jovan D. Grogan, City Manager



## Agenda Report

25-535

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Adopting the Revised Police Department Records Retention Schedule and Partially Rescinding Resolution 12-7965

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The current Records Retention Schedule (“Schedule”) was adopted by the City Council on August 28, 2012, under Resolution 12-7965. The Schedule was divided into City-wide and department-specific schedules that defined the requirements for categorization of records and the respective retention periods for those categories. The Schedule is administered by the City Clerk’s Office and ensures the protection and efficient administration of the official records for the City of Santa Clara. This program assures the accessibility of information to the public, protects the City’s vital records, and provides a methodology for the periodic disposal of obsolete records. The Schedule must be compliant with various state laws, in alignment with industry best practices, cost effective, structured to appropriately preserve vital and historical City records, and be “user-friendly” for City staff.

The Records Retention Schedule provides a description of the type of records each department maintains, indicates which department is the office of record for files retained, and states the length of time the records will be held, any statutory guidelines related to maintaining records, and the final disposition of the records, if any.

The Schedule was last updated and adopted in August 2012. Since that time, technology and legislative changes have not been incorporated into the Schedule. Legislative guidelines continue to be followed, and the Schedule requires updates to reflect current practice.

In March 2025, the City retained the services of Kaizen Info Source to update the Schedule, starting with the Police Department. Subsequent updates to the Schedule for specific departments and City-wide records categories will come forward for approval as they are developed.

#### DISCUSSION

The Retention Schedule is an integral part of the City’s records and information management and requires periodic updates to comply with State regulations and individual department needs. The Schedule provides a basic index to the City’s records and a guide to City-wide records retention practices. The proposed revised Police Department Records Retention Schedule will support the City’s management of records. This updated Records Retention Schedule for the Police Department will not only increase government transparency but will also minimize legal risk to the City in that it

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addresses modifications to retention periods in accordance with State law.

Examples of updates to the Police Department's Schedule include:

- Retention periods specific to body-worn camera footage, and associated data relating to body-worn cameras (which the Department did not use widely in 2012)
- Under Senate Bill 16 (effective January 1, 2023) the retention period for certain Internal Affairs files was increased from 5 to 15 years. While the Police Department already adopted an internal process to timely comply with the new law, this update to the Retention Schedule formally adopts the correct retention periods.
- Expressly including ALPR data retention period of one year, consistent with Department Policy 428, and as required by Senate Bill 34 (effective January 1, 2016). Again, the Police Department has already adopted a Policy Manual Section that was compliant with State law, but the Retention Schedule must be updated to reflect the same periods.

The proposed Resolution rescinds that portion of Resolution 12-7965 that adopted the current Police Department Retention Schedule, and adopts the updated schedule. The 2012 City-wide schedule, as well as the schedules applicable to other departments will remain in place pending completion of those updates, and approval of same by City Council.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

Adoption of the Police Records Retention Schedule has no fiscal impact.

### **COORDINATION**

The report was coordinated with the City Clerk's Office, the Police Department, and City Attorney's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Adopt the Resolution Adopting the Revised Police Department Records Retention Schedule and Rescinding those portions of Resolution 12-7965 (adopted August 28, 2012) applicable to the Police Department Record Retention Schedule.

Reviewed by: Cory Morgan, Chief of Police

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

1. Revised Police Department Records Retention Schedule
2. Adopted 2012 Police Records Retention Schedule
3. Resolution 12-7965
4. Resolution

ACRONYMS USED IN LEGAL CITATIONS							
AC = While Active		CU = Current Year	CL = Closed	D = Day	FR = Final Resolution	LA = Limitation on Action	LI = Life (of program, asset)
M = Month		MA = Maturity	MAINT = Maintain Records	PR = Permanent	S = Superseded	T = Termination	Y = Year
Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments		
001	<b>Agreements, Contracts and Leases - Construction, Improvements to Real Property and Facilities</b> Executed agreements and contracts for construction and/or improvements to the City's real property and facilities.	Addendums and Amendments Attachments / Exhibits Bids, Awards Bonds Certificates of Insurance and Endorsements Change Orders Disclosures Exhibits Letters of Intent Memoranda of Agreement (MOAs) Professional Services Agreements Proposals, Quotations Proof of Insurance Certificates Statements of Work (SOWs) Successful Requests for Proposal (RFP) Warranties	Police	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090(a) - (PR) US - 2 CFR 200.334 - (CL+3Y) US - 48 CFR 4.705-3(h) - (4Y)		
002	<b>Agreements, Contracts and Leases - Goods and Services</b> Executed agreements and contracts for goods and services (which includes all types of contracts, such as an agreement, franchise, lease, MOA, MOU and associated ancillary documents, between the City and other parties.	Addendums and Amendments Attachments / Exhibits Bids, Awards Bonds Certificates of Insurance and Endorsements Change Orders Concessions Disclosures Exhibits Franchises Letters of Intent Notices of Intent Proposals, Quotations Proof of Insurance Certificates Receiving Reports Specifications Statements of Work (SOWs) Successful Requests for Proposal (RFP) Warranties	Police	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 29 CFR 516.5 - (3Y) US - 48 CFR 4.705-1(b) - (4Y) US - 48 CFR 4.705-3(f) - (4Y)		
003	<b>Emergency Management</b> All documentation for dealing with preparation for and responses to emergencies, disasters and/or system failures for City facilities. Includes the Emergency Operations Center.	Business Continuity Plans Emergency Communication Disaster Recovery Plan Drill Records and Employee Training Emergency Contact Lists, Employee Lists, Roster of Workers Emergency Evacuation Procedures Emergency Operation Plans Emergency Operations Center Emergency Preparedness Emergency Response Programs Evacuation Plans Hazard Mitigation Plan	Police	While Active+10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)		
004	<b>Employee Training</b> All documents related to general and specialized technical education and training taken by officials, paid employees and unpaid volunteers, beyond what is required for position.	Briefing/Unit Training Certification Records Compliance Training Individual Education, Development	Police	Separation+5Y	CA - 8 CCR 3203(b)(2) - (1Y) CA - GOV 34090 - (2Y) CA - GOV 53235.2(b) - (5Y) CA - GOV 53237.2(b) - (5Y) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (2Y) Santa Clara Municipal Code 2.80.045 - (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)		

Prepared by kaitzen info@source

ACRONYMS USED IN LEGAL CITATIONS					
AC = While Active    CU = Current Year    CL = Closed    D = Day    FR = Final Resolution    LA = Limitation on Action    LI = Life (of program, asset) M = Month    MA = Maturity    MAINT = Maintain Records    PR = Permanent    S = Superseded    T = Termination    Y = Year					
Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
005	<b>Employee Training Materials, Courses, Scheduling</b> Documentation regarding the content of courses and schedules for training offered to employees, officials and volunteers.	Attendance Lists Presentation Materials PowerPoint Slide Decks Rosters Sign-in Sheets Testing/Qualifications Training Bulletins	Police	10Y	CA - 8 CCR 3203(b)(2) - (AC+1) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (2Y) CA - GOV 34090 - (2Y) CA - GOV 53235.2(b) - (5Y) CA - GOV 53237.2(b) - (5Y) US - 29 CFR 1602.14 - (1Y) Santa Clara Municipal Code 2.80.045 - (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)
006	<b>Grants and External Funding Sources</b> Documents the application, evaluation, awarding, administration, monitoring, reporting, and status of grants and other funding sources in which a local government entity is the recipient, grantor, allocator, or administrator. Includes: - Combined Federal, State, Local Grants - Federal Grants - Local Grants - State Grants	Applications (including project proposals) Audits Award Notification Funding Requests (State Funded) Grant Administration Grant Evaluations Grant Funding Grant Invoices Payroll Certified, Davis Bacon Program Rules, Regulations, Procedures Reports to Funding Agencies Semi-annual Labor Reports	Police	While Active+7Y	CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) CA - Office of Emergency Services 2019 Subrecipient Handbook §11210 - (AC+7Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y) Santa Clara Municipal Code 2.80.050 - (MAINT)  Unsuccessful applications are retained for 2 years. NOTE: If a grant requires longer retention, its specific requirements will take precedence.
007	<b>Policies and Procedures</b> All administrative documentation of City policies and procedures.	Acronyms Administrative Policies Administrative Regulations Directives General Orders Guidelines Handbooks Policies Procedure Manuals Procedures Program / Initiative Plans Standards	Police	While Active+10Y	CA - GOV 34090 - (2Y) US - 29 CFR 301.6501(a)-1 - (3Y) US - 29 CFR 1602.14 - (AC+1Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
008	<b>Procurement - RFP, RFQ, RFI, Bids Not Awarded</b> Records and information received in response to the City's requisitioning of goods services, or real property, but where the purchase order, contract, or agreement was not awarded.	Bids (unaccepted, rejected) Exhibits Price Lists Quotations Requisitions Scorecards Specifications Unsuccessful Invitation for Bids (IFB) Unsuccessful Requests for Information (RFI) Unsuccessful Requests for Proposal (RFP) Unsuccessful Requests for Quote (RFQ)	Police	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
009	<b>Public Information Requests</b> Records requested by the public, required for provision to the public, and related inquiries.	Collection Lists Formal Public Records Requests Inquiries Local Appointments List (Maddy Act) Subpoenas duces tecum Subpoenas for Records (other than for City legal actions)	Police	While Active+2Y	CA - GOV 34090 - (2Y)

ACRONYMS USED IN LEGAL CITATIONS

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
010	<b>Code Enforcement</b> Records and information documenting compliance with City codes, including such issues as: - Vehicle related, e.g., abandoned, parking - Yard/garage sales - Graffiti - Illegal dumping - Vacant/abandoned buildings - Property maintenance - Abandoned shopping carts - Prohibited signage - Home occupations	Administrative Citations Audio Recordings of Hearings Certificates of Nuisance and Abatement Citations Compliance with Conditions of Approval Inspections / Enforcement (business, residential) Investigations Notices of Noncompliance Notices of Violation Photographs	Police	5Y	CA - GOV 945.6(a)(2) - (LA&M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802(d)(4) - (4Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT)  NOTE: Records for repeat offenders may be retained longer to document a history of violations
011	<b>Accounts Payable and Receivable</b> Records and information related to the accounting of monies paid or received by the City, as well as the Mendota Community Corporation (MCC), including payment for financial obligations.	Aging Reports Asset Forfeiture Funds Bequests Cash Management Records (cash disbursement, cash register receipts, cash receipts) County Tax Payments Credit Memos Donations Expense Reports, Reimbursements for Employees and Officials Fees and Taxes FEMA Reimbursements Form 1099 Records and Form W-9 Records Invoices and Vouchers Payables Payables Public Safety Tax Purchasing Card Expense Reconciliation/Allocations Receivables Reconciliations Refunds Sales and Use Taxes Paid Tax Revenue (e.g. gas taxes, property taxes, utility user taxes)	Police	6Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA&M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 26 CFR 31.6001-1(b)(2) - (5Y) US - 26 USC 6531 - (LA6Y) US - 29 CFR 97.42 - (3Y) US - 48 CFR 4.705-1 - (4Y; 2Y)
012	<b>Audits - Internal External and Administration</b> Records and information related to both internal and external audits of City activities and administration of auditing activities, including reviewing and documenting operational, compliance, or financial information created as a part of an audit.	Annual Audit Reports Audit Files, Plans Audit Schedules Audit Workpapers Auditors Reports General Purpose Financial Audits, Single Audits Management Responses Responses	Police	6Y	CA - GOV 945.6(a)(2) - (LA&M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1(b)(2) - (5Y) US - 26 USC 6531 - (LA6Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments	
013	<p><b>Payroll</b></p> <p>Records and information related to the accounting of payroll earnings, deductions, and issuance. This also includes records and information reflecting all earnings and benefits paid to each employee, including:</p> <ul style="list-style-type: none"> <li>- Name, address, SSN</li> <li>- Total amount and date of payments</li> <li>- Period of service covered for each</li> <li>- Withholding</li> <li>- Tax collected</li> </ul>	<p>Benefit Payments</p> <p>Deduction Authorizations, Registers, Reports</p> <p>Deferred Compensation</p> <p>Educational Reimbursements</p> <p>Employee Master File</p> <p>Federal and State Tax</p> <p>Garnishments</p> <p>Overtime Authorizations</p> <p>Payables</p> <p>Payroll Checks, Copies, Stub Reports</p> <p>Payroll Certifications, Controls, Earnings</p> <p>Payroll Taxes</p> <p>PER'S Reporting</p> <p>Processing Reports, Reports to Government</p> <p>Salary Schedules</p> <p>Timekeeping Records (timecards, out of class forms/reports, extra help requests)</p> <p>W-2, W-4</p>	Police	6Y	<p>CA - 2 CCR 570.5 - (5Y)</p> <p>CA - 2 CCR 571(b)(1)(E) - (5Y)</p> <p>CA - 8 CCR 11040(7)(c) - (3Y)</p> <p>CA - 22 CCR 1085-2(c) - (4Y)</p> <p>CA - GOV 12946 - (4Y)</p> <p>CA - GOV 34090 - (2Y)</p> <p>CA - LAB 2269 - (3Y)</p> <p>CA - LAB 1174(d) - (3Y)</p> <p>CA - LAB 1197.5(e) - (3Y)</p> <p>CA - UIC 1122 - (L43Y)</p> <p>US - 20 CFR 655.760 - (3Y)</p> <p>US - 26 CFR 31.6001-1(e)(2) - (5Y)</p> <p>US - 26 USC 6531 - (L46Y)</p> <p>US - 29 CFR 516.5 - (3Y)</p> <p>US - 29 CFR 516.6 - (2Y)</p> <p>US - 29 CFR 1602.32 - (2Y)</p> <p>US - 29 CFR 1627.3(a) - (3Y)</p> <p>US - 29 CFR 436 - (5Y)</p> <p>US - 48 CFR 4.705-2 - (4Y, 2Y)</p> <p>Santa Clara Municipal Code 2.80.050 - (MAINT)</p>	
014	<p><b>Personnel Records</b></p> <p>All documents related to paid employees (full and part-time), unpaid volunteers, and interns including but not limited to:</p> <ul style="list-style-type: none"> <li>- selection/hiring</li> <li>- assignments</li> <li>- promotion</li> <li>- demotion</li> <li>- transfer</li> <li>- layoff / recall / out-placement</li> <li>- separation / discharge / resignation</li> <li>- pay rates / other terms of compensation</li> <li>- work authorizations</li> <li>- benefit actions</li> <li>- leave records</li> <li>- job required trainings <ul style="list-style-type: none"> <li>- POST training for Peace Officers</li> <li>- Ethics</li> <li>- FEMA/SEMSCSTI</li> <li>- Fire Extinguisher</li> <li>- First Aid/CPR</li> <li>- Harassment</li> <li>- Privacy</li> <li>- Safety</li> <li>- Specialized Equipment</li> <li>- Child Protective Services &amp; Boundaries</li> </ul> </li> </ul>	<p>Applications</p> <p>Awards, Commendations, Certificates</p> <p>Benefit Actions (enrollment, claims, changes, life events, retirement)</p> <p>DMV Records (pull notices)</p> <p>Employee Driver Qualification Files</p> <p>Employee Policy Acknowledgements</p> <p>FMLA Leave Records</p> <p>I-9 Documents &amp; Immigration Supporting Documentation</p> <p>Individual Employee Agreements, Contracts (copies)</p> <p>Individual Education, Development, Training Records</p> <p>Job Offer Letters, Conditional Offers of Employment</p> <p>Oaths of Office</p> <p>Performance Evaluations, Reviews or PIPs</p> <p>Recognition</p> <p>Records Pertaining to EE Driving Records</p> <p>Volunteer Acknowledgements, Waivers, Executed Policy Receipts</p>	Police	Separation+5Y	<p>CA - 2 CCR 11013(c) - (AC+2Y)</p> <p>CA - GOV 12946 - (T+2Y)</p> <p>CA - GOV 34090 - (2Y)</p> <p>CA - LAB 1198.5(c)(1) - (T+3Y)</p> <p>CA - LAB 2810.8(b)(4) - (3Y)</p> <p>CA - VEH 1808.1(c) - (1Y)</p> <p>US - 8 CFR 274a.2 - (3Y or T+1Y, whichever is longer)</p> <p>US - 20 CFR 655.760 - (T+1Y)</p> <p>US - 29 CFR 825.500(b) - (3Y)</p> <p>US - 29 CFR 1602.14 - (AC+1Y)</p> <p>US - 29 CFR 1602.31 - (AC+2Y)</p> <p>US - 29 CFR 1627.3(b) - (T+1Y)</p> <p>US - 41 CFR 60-1.12(a) - (AC+2Y)</p> <p>US - 41 CFR 60-741.80 - (AC+2Y)</p> <p>Santa Clara Municipal Code 2.80.050 - (MAINT)</p>	

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments	
015	<b>Recruitment</b> Records and information related to recruitment of qualified persons for both paid and unpaid position with the City, whether full time or temporary, including: - Applications and related records of candidates interviewed but not hired or accepted - Applications received but not acted upon	Applications, CVs, Resumes (rejected, unsolicited) Applicant Tracking Records (hired, rejected) Background Packets Drug Testing, Pre-Hire Screening - candidates not hired/accepted Eligible Lists Job Postings, Announcements Job Requisition Requests Job Specifications Miscellaneous Hiring Process Notes Position Information Personal History Statement (PHS) Rating Sheets Temporary Staffing Test Results Test and Examination Materials Unpaid Interns (rejected) Volunteers (rejected)	Police	5Y	CA - 2 CCR 11013(c)(2) - (2Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (2Y) CA - GOV 34090 - (2Y) US - 29 CFR 1602.31 - (2Y) US - 29 CFR 1627.3(b)(1) - (1Y) US - 41 CFR 60-741.44(f)(4) - (3Y) US - 41 CFR 60-741.44(k) - (3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)	
016	<b>Criminal Registrations - Adult Arsonists and Sex Offenders</b> Records for those required to register as sex offenders or adult arsonists.	Case Files Reports	Police	Life*	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 290(d) - (Tier 1 - 10Y; Tier 2 - 20Y; Tier 3 - Life of Offender) CA - PEN 457.1(b)(2) - (Life of Arsonist) Santa Clara Municipal Code 2.80.050 - (MAINT)  * Life of the offender	
017	<b>Criminal Registrations - Gangs</b> Records for those required to register as gang violence offenders.	Case Files Reports	Police	CU+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 198.326 - (5Y) Santa Clara Municipal Code 2.80.050 - (MAINT)	
018	<b>Criminal Registrations - Juvenile Arsonists</b> Records for those juveniles required to register as arsonists.	Compliance History Offender Information Offense Information Registration Information Reporting Requirements	Police	Age 25 or SEAL+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 457.1(d) - (Upon reaching age of 25 or when records are sealed) CA - WIC 781(d) - (SEAL+5Y) Santa Clara Municipal Code 2.80.050 - (MAINT)	
019	<b>Non-Criminal Police Incident Reports</b> Records and information of suspicious circumstances, overdoses, reports of assistance granted to outside agencies, reports of incidents taken at Levi Stadium, and any other non-criminal police reports not described elsewhere.	Reports Statements	Police	CU+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 (2) Santa Clara Municipal Code 2.80.050 - (MAINT)	
020	<b>Parking Enforcement and Traffic Control</b> Records and information of the Police Department's activities to enforce parking ordinances and control City traffic.	Parking Citations Payment Information Residential Parking Permits	Police	4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)	

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments		
021	<p><b>Police - Community Outreach, Engagement, and Public Relations</b></p> <p>Records and information regarding internal and external-facing communications, advertising and press relations materials, including documentation of outreach activities/events held in cooperation or for the benefit of Police Department staff and for the local community, including:</p> <ul style="list-style-type: none"> <li>- Coffee with a Cop</li> <li>- Community Policing</li> <li>- National Night Out</li> <li>- Police Citizens' Academy</li> <li>- Resources for Schools</li> <li>- Chiefs Advisory Committee</li> </ul>	<ul style="list-style-type: none"> <li>Applications</li> <li>Brochures, Flyers</li> <li>Equipment Demonstrations</li> <li>FACs</li> <li>Flyers</li> <li>Media Packets</li> <li>Newsletter</li> <li>PowerPoint Presentations</li> <li>Press Releases</li> <li>Public / Media Inquiries</li> <li>Public Information / Outreach / Education</li> <li>Public Surveys</li> <li>Publicity Files</li> <li>Registrations</li> <li>Social Media Documentation</li> <li>Speeches</li> <li>Tours</li> </ul>	Police	4Y	<ul style="list-style-type: none"> <li>CA - CCP 337 - (LA4Y)</li> <li>CA - GOV 8546.7 - (CL+3Y)</li> <li>CA - GOV 34090 - (2Y)</li> <li>Santa Clara Municipal Code 2.80.050 - (MAINT)</li> </ul>		
022	<p><b>Police - Complaints, Internal Investigations - No Sustained Finding of Misconduct</b></p> <p>Documentation of complaints received, formal inquiries, and investigations, including those by Internal Affairs, involving Police department employees (includes officer involved shootings) where there is no sustained finding of misconduct.</p>	<ul style="list-style-type: none"> <li>Actions Taken</li> <li>Citizen Complaints</li> <li>IA Investigative File</li> <li>Personnel Complaint Packet</li> <li>Statistics and Reports</li> </ul>	Police	Completion of Investigation+5Y	<ul style="list-style-type: none"> <li>CA - GOV 945.6(a)(2) - (LA6M; LA2Y)</li> <li>CA - GOV 12946 - (4Y)</li> <li>CA - GOV 34090 - (2Y)</li> <li>CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022)</li> <li>CA - PEN 801.5 - (4Y)</li> <li>CA - PEN 832.5(b) - (5Y, where there is not a sustained finding of misconduct)</li> <li>CA - VEH 2547 - (3Y)</li> <li>Santa Clara Municipal Code 2.80.050 - (MAINT)</li> </ul>		
023	<p><b>Police - Complaints, Internal Investigations - Sustained Finding of Misconduct</b></p> <p>Documentation of complaints received, formal inquiries, and investigations, including those by Internal Affairs, involving Police department employees (includes officer involved shootings) where there is a sustained finding of misconduct.</p>	<ul style="list-style-type: none"> <li>Citizen Complaints</li> <li>Departmental Actions</li> </ul>	Police	Final Resolution+15Y	<ul style="list-style-type: none"> <li>CA - GOV 945.6(a)(2) - (LA6M; LA2Y)</li> <li>CA - GOV 12946 - (4Y)</li> <li>CA - GOV 34090 - (2Y)</li> <li>CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022)</li> <li>CA - PEN 801.5 - (4Y)</li> <li>CA - PEN 832.5(b) - (15Y, where there is a sustained finding of misconduct)</li> <li>CA - VEH 2547 - (3Y)</li> <li>Santa Clara Municipal Code 2.80.050 - (MAINT)</li> </ul>		

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments	
024	<b>Police - General Support and Administrative Records</b> Records of general department support activities and administrative reports received and/or generated in the routine course of law enforcement activities and not associated with a case number.	Activity Reports Annual Summaries Citizen's Academy Daily Bulletins Donations (monetary, in-kind) Hospital Mandated Reports Logs (booking, incidents, gun/narcotics destruction, training) Juvenile Detention Logs LiveScan Research (for non-City organizations) Military Equipment Reports NIBRS Reports Official Department Correspondence Organization Charts Published Reports Racial Identity and Profiling Act Data Regulatory Reports Ride-Along Program Records (waiver forms) Shift Rosters Statistics (criminal, non-criminal) Traffic Stops Reporting Vehicles Assignments Watch Commander Reports	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) Santa Clara Municipal Code 2.80.090 - (1Y)	
025	<b>Police - Permits Issued</b> Documentation of permits issued by the Police department for activities including those for: <ul style="list-style-type: none"><li>- Adult Book Stores</li><li>- Alarms (residential, commercial)</li><li>- Bicycles</li><li>- Bingo Establishments</li><li>- Closing-out Sales</li><li>- Concealed Weapon</li><li>- Curb Painters</li><li>- Firearm Dealers</li><li>- Food Trucks</li><li>- Massage Establishments</li><li>- Mobile Food Trucks</li><li>- Motor Funeral Escort Drivers</li><li>- Pawn/Second-hand Dealers</li><li>- Private Security</li><li>- Public Entertainment</li><li>- Residential Parking</li><li>- Solicitor/Peddler/Street Vending</li><li>- Taxicabs/Pedicabs</li><li>- Tow Drivers</li></ul>	Applications Complaints Fees Collected Renewals	Police	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) Santa Clara Municipal Code 5.05.250 - (1Y) Santa Clara Municipal Code 5.30.090 - (2Y) Santa Clara Municipal Code 5.35.090 - (1Y) Santa Clara Municipal Code 5.35.370 - (1Y) Santa Clara Municipal Code 5.35.470 - (1Y) Santa Clara Municipal Code 5.40.090 - (1Y) Santa Clara Municipal Code 5.75.190 - (1Y) Santa Clara Municipal Code 8.40.030 - (1Y)	
026	<b>Police - Seized or Unclaimed Property Records</b> Records documenting tracking and management of physical property seized by the Police department, or collected by the Police department but unclaimed, and not assigned to a case number or considered as evidence in a criminal investigation.	Notice to Claim Property Letters Property Dispositions Property Receipts Purge Manifest	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT)	

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
027	<b>Police Case Files - Arson Investigations</b> Records and information associated with arson investigations.	Case Files Evidence Files Investigations	Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 799 (PR) CA - PEN 800 (LA6Y) CA - PEN 801 - (LA3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
028	<b>Police Case Files - Assaults on Police Officers</b> Records and information created in the documenting of a felony or misdemeanor assault of a police officer with or without weapons.	Reports Statements	Police	While Active+6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 (2) CA - PEN 800 - (LA6Y) CA - PEN 801 - (LA3Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)
029	<b>Police Case Files - Dead Bodies</b> Records, crime reports and evidence associated with investigations of dead bodies, whether by natural causes or found.	Reports Statements	Police	While Active+10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 799 - (PR) Santa Clara Municipal Code 2.80.050 - (MAINT)  * Case is active until body has been identified and cause of death determined. If determination is made that the death was a homicide, records are recategorized as "Felony Murder/Homicide" case files (see "Police Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust" below).
030	<b>Police Case Files - Domestic Violence</b> Records, crime reports and evidence associated with investigations and served protective orders for domestic violence.	Criminal Protective Orders Reports Restraining Orders Statements	Police	While Active+10Y	CA - CCP 337.5 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 137.10 (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)
031	<b>Police Case Files - Felonies, Excluding Murder/Homicide, Capital Offenses, Crimes of Sexual Violence, Child Abuse, Elder Abuse, and Violations of Public Trust</b> Records, crime reports and evidence associated with felony violations of laws, excluding homicide and capital violations.	Case Files Reports	Police	While Active+6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (MAINT) CA - PEN 800 - (LA6Y) CA - PEN 801 - (LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)  * Case becomes inactive when it has been adjudicated, all appeals exhausted or all time served.

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments	
032	<b>Police Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust</b> Records, crime reports and evidence associated with capital felony violations of laws, including homicide, child abuse, elder abuse, embezzlement of public funds, 5150 cases, mental health, or falsification of public documents.	Case Files Reports	Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (PR) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)  No limitation on commencement of action; PC §261, 288, 288a, 288.5, 289, 289.5, and 799.	
033	<b>Police Case Files - Misdemeanors, Infractions</b> Records, crime reports and evidence of misdemeanors and infractions, including traffic incidents and parking/moving citations and appeals.	Appeals Case Files Reports	Police	3Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)	
034	<b>Police Case Files - Missing Persons, Protective Custody and Runaways</b> Records, crime reports and evidence associated with missing persons and runaways.	Case Files Reports	Police	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT)  * Case remains active until solved	
035	<b>Police Case Files - Sealing of Records</b> Records of court orders to seal records.	Case Files Reports	Police	SEAL+3Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 851.8 - (SEAL+3Y) CA - PEN 851.90 - (MAINT) CA - WIC 781.5(a) - (SEAL+3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)  *SEAL = Date Records Sealed	
036	<b>Police Case Files - Stolen Property</b> Records, crime reports and evidence associated with stolen property.	Case Files Reports	Police	While Active+3Y	CA - COP 338(c) - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)  * Case remains active until solved	
037	<b>Police Case Files - Traffic Collisions - Fatal</b> Records, crime reports and evidence associated with traffic collisions involving fatalities.	Case Files Reports	Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (PR) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)	
038	<b>Police Dispatch Telephone and Radio Communications Records</b> Routine daily recording of telephone communications and all radio communications relating to the operations of the department.	Audio Telephone Recordings Audio Radio Recordings 911 Call Recordings	Police	6M*	CA - GOV 34090.6 - (Routine Audio: 100D) Santa Clara Municipal Code 2.80.050 - (MAINT)  * Note: If recordings are evidence in any criminal prosecution, the recording becomes part of the case file. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.	

ACRONYMS USED IN LEGAL CITATIONS					
AC = While Active    CU = Current Year    CL = Closed    D = Day    FR = Final Resolution    LA = Limitation on Action    LI = Life (of program, asset)					
M = Month    MA = Maturity    MAINT = Maintain Records    PR = Permanent    S = Superseded    T = Termination    Y = Year					
Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
039	<b>Police K-9 Records</b> Records documenting the acquisition, assignment and care of the Police Department's K-9 unit.	Acquisition Records Assignment and Ownership Records K-9 Program Records Maintenance and Care	Police	Life+3Y	CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)  *Life of the animal.
040	<b>Police Routine Body-Worn Camera Records</b> Recordings of routine body-worn camera (BWC) video monitoring to include time and date of video, location of video and other related information not assigned to a case.	Body-Worn Camera Recordings (body cam, BWC)	Police	60D*	CA - PEN 832.18(b)(5)(A) - (60D) Santa Clara Municipal Code 2.80.050 - (MAINT)  *Note: 60 day retention is for non-evidentiary recordings, only. Evidentiary recordings become part of the case file.  *Exception: If the recording is of an incident involving the use of force by a peace officer or an officer-involved shooting, or it is relevant to a formal or informal complaint against a law enforcement officer or a law enforcement agency, the recording should be retained for applicable retention period.
041	<b>Police Routine Body-Worn Camera Video - Records of Access and Deletion of Recordings</b> Records and logs of access and subsequent deletion of body-worn camera video recordings.	Access Log Deletion Logs Reason for Access Video File Information	Police	Permanent	CA - PEN 832.18(b)(5)(E) - (PR) Santa Clara Municipal Code 2.80.050 - (MAINT)
042	<b>Police Routine Data Collection and Video Records</b> Recordings of routine audio and video monitoring, other than body-worn camera recordings, to include time and date of recording, location, and other related information.	Automated License Plate Reader Building Surveillance Recordings Interview Rooms Routine CED Downloads	Police	1Y*	CA - GOV 34090.6 - (Routine Video: 1Y) Santa Clara Municipal Code 2.80.050 - (MAINT)  *Note: If recordings are evidence in any criminal prosecution, the recording becomes part of the case file. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.
043	<b>Security, Access Operations</b> Records and information regarding physical access controls and protection for City buildings and facilities.	Access Controls Access Reports Building Security Forms Daily Activity Logs Facility Key Lists Key Cards Security Guards Transaction Logs Visitor's Logs	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

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<b>ADMINISTRATION and/or CHIEF OF POLICE</b>							
PD-001	Police / Admin. / Chief	Correspondence	Annual Summary of Use of Force	2 years		2 years	GC §34090
PD-002	Police / Admin. / Chief	Inspections	Carry Concealed Weapon Permits (CCW) - <b>Approved</b>	Expiration + 10 years		Expiration + 10 years	Department preference; GC §34090
PD-003	Police / Admin. / Chief	Correspondence	Carry Concealed Weapon Permits (CCW) - <b>Denied</b>	2 years		2 years	Department preference; GC §34090
PD-004	Police / Admin. / Chief	Correspondence	DMV Pull Notices (Police Employees Only)	Superseded + 2 years		Superseded + 2 years	Department preference (Transitory or source records not retained in the ordinary course of business); CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
PD-005	Police / Admin. / Chief	Subject	Internal Affairs Investigations / Complaints: <b>Except Officer Involved Shootings</b>	5 years		5 years	State requires for at least 5 years for Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct; IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045(b)(1), GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
PD-006	Police / Admin. / Chief	Regulatory Filings	Internal Affairs Investigations / Complaints: <b>Officer Involved Shootings</b>	25 years		25 years	State requires for at least 5 years for Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct; IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045(b)(1), GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
PD-007	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090

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PD-008	Police / Admin. / Chief	Subject	Personnel <b>Background Packet - POLICE Unsuccessful</b> (not hired)	5 years		5 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years for selection records; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040(7.( c)), GC §§12946, 34090
PD-009	Police / Admin. / Chief	Temporary Holding	Personnel Files - <b>Police Department Employees</b> Includes Evaluations, Training Certificates, Evaluations, Medical Records, etc.	Upon Separation, Send to Human Resources		Upon Separation, Send to Human Resources	Department preference; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
PD-010	Police / Admin. / Chief	Correspondence	Policies & Procedures / Operation Directives / General Orders (Department Policies and Procedures)	Superseded + 2 years		Superseded + 2 years	Department Preference; GC § 34090 et seq.
PD-011	Police / Admin. / Chief	Routine	Public Relations / Citizens Police Academy	4 years		4 years	Department preference; GC §34090
PD-012	Police / Admin. / Chief	Non-Record	Time Off Requests / Sick Slips	None		None	Department Preference; preliminary drafts; GC §34090 et seq.
PD-013	Police / Admin. / Chief	Reference	Training - <b>Department Training Records - COURSE RECORDS</b> (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	5 years	P	P	Department preference; Rosters are sent to POST; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
PD-014	Police / Admin. / Chief	Source	Weapons Database / Department Weapons / Qualifications (Employees)	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090

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<b>ADMINISTRATIVE SERVICES / PERMITS &amp; ALARMS</b>							
PD-015	Police / Records	Correspondence	Alarm Billing	2 years		2 years	GC §34090
PD-016	Police / Admin. Services / Permits & Alarms	Correspondence	Business Permits (Regulatory) - <b>BUSINESS OWNER:</b> Massage, Taxi, etc. (Includes Digital Images)	Expiration + 2 years		Expiration + 2 years	GC §34090
PD-017	Police / Admin. Services / Permits & Alarms	Correspondence	Business Permits (Regulatory) - <b>TECHNICIAN / DRIVERS:</b> Massage Technician, Taxi Driver, etc. (Including Digital Images)	Expiration + 2 years		Expiration + 2 years	GC §34090
PD-018	Police / Admin. Services / Permits & Alarms	Correspondence	Guns: Dealers Record of Sale (DROS)	2 years		2 years	GC §34090
PD-019	Police / Admin. Services / Permits & Alarms	Correspondence	Secondhand Dealer Permits / Pawn Broker Permits & Licenses	Close of Business + 2 years		Close of Business + 2 years	Department Preference; GC §34090

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<b>ADMINISTRATIVE SERVICES / PROPERTY &amp; EVIDENCE</b>							
PD-020	Finance	Correspondence	Auction Record Sales copies	2 years		2 years	GC §34090.7
PD-021	Police / Admin. Services / Property & Evidence	Subject	Audits - Drug, Weapons & Money	5 years		5 years	Department Preference; GC §34090
PD-022	Police / Records	Crime Reports	Crime Report Photos (Evidence) / Crime Scene Photos	2 years		2 years	Department Preference; GC §34090; except for PC 187, 273.5, 243(e)(i), fatal accident investigations and outstanding missing persons reports.
PD-023	Police / Records	Reference	Detectives Investigation Files and Arrest Files <b>(Notes) - Homicides</b>	Close Case	P	P	Department preference (preliminary drafts) GC §34090 et seq.
PD-024	Police / Admin. Services / Property & Evidence	Collections	Empty Envelopes / Backup for Money Sent to Finance	7 years		7 years	Department Preference; GC §34090
PD-025	Police / Admin. Services / Property & Evidence	Source	Evidence Register <b>Database</b>	Indefinite		Indefinite	Department Preference (data is interrelated); GC §34090
PD-026	Police / Admin. Services / Property & Evidence	Logs	Gun and Narcotics Destruction Log (Documents related to)	3 years		3 years	Department Preference; GC §34090
PD-027	Police / Admin. Services / Property & Evidence	Historical Documents/ Artifacts	Negative Photo File (older analog photos) Unrelated to crime reports and evidence	P		P	Department Preference; GC §34090

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<b>RECORDS</b>							
PD-028	Police / Records	Correspondence	Bail / Bond Transmittals (If not associated with a City Crime Report)	2 years		2 years	GC §34090
PD-029	Police / Records	Correspondence	Bicycle Licenses	After Entry into RMS + 2 years		After Entry into RMS + 2 years	Preliminary drafts; GC §34090
PD-030	Police / Records	Correspondence	CAD Daily Logs	2 years		2 years	GC §34090
PD-031	Police / Records	Muni	Citations - Parking, Traffic, Moving Violations Includes corrections	2 years		2 years	GC §34090 et seq.; PC 19.7, 802
PD-032	Police / Records	Muni	CRIME REPORTS: Misdemeanor - Adult Marijuana - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5)	2 years		2 years	("Shall" Destroy); GC §68152(e)(8)
PD-033	Police / Records	Crime Reports	CRIME REPORTS / ARREST JACKETS: ALL, Except Those Specifically Mentioned in the Schedule e.g., 5150, Detention Reports, etc.	25 years		25 years	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290 and H&S §11850; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
PD-034	Police / Records	Reference	CRIME REPORTS: Homicide, Manslaughter (including vehicle), Outstanding Missing Persons	P		P	Department Preference; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799
PD-035	Police / Records		CRIME REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years		Date of Arrest + 3 years	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
PD-036	Police / Records		CRIME REPORTS: Misdemeanor - Juvenile Marijuana - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years		Conviction or Arrest (if No Conviction) + 2 years	(Courts and other Agencies "Shall" destroy); H&S §11361.5 et seq., GC §68152(e)(8)

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PD-037	Police / Records		CRIME REPORTS: Misdemeanor Marijuana §11357(e) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old		Offender is 18 Years Old	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
PD-038	Police / Records		CRIME REPORTS: Outstanding Missing Persons	Until Located		Until Located	Department Preference; GC §34090
PD-039	Police / Records	Subject	CRIME REPORTS: Sealed Juvenile and Ward Cases - Except those with outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (Or Court Order)		Sealing Date + 5 years (or Court Order)	Statute of Limitations runs up to age of majority + 8 years; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
PD-040	Police / Records	Reference	Crime Statistics / Uniform Crime Reports (UCR) - Summaries (BCS)	P		P	Department preference; GC §34090
PD-041	Police / Records	Logs	Field Investigation Cards (FIs)	3 years		3 years	Preliminary documents; GC §34090 et seq.
PD-042	Police / Records	Correspondence	NCIC Validation	2 years		2 years	GC §34090
PD-043	Police / Records	Non-Record	Officer Recordings: Mobile Audio/Video Recordings that are <b>not</b> evidence ("hip recorders", etc.)	None		None	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business; GC §34090.6(a)
PD-044	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-045	Police / Lead Div.	Timekeeping	Overtime Slips & Special / Extra Duties / Paid Time (Copy of Data Input Records)	4 years		4 years	GC §34090
PD-046	Police / Records	Correspondence	Parking Permits / Preferential Parking Licenses	2 years		2 years	GC §34090
PD-047	Police / Records	Correspondence	Patrol Ride-A-Long Waiver Form	2 years		2 years	GC §34090 et seq.
PD-048	Police / Records	Logs	Pawn Slips	3 years		3 years	Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090

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PD-049	Police / Records	Correspondence	Public Information Requests	2 years		2 years	GC §34090
PD-050	Police / Records	Reference	Registrants: Arson - <b>Adults</b>	5 years	P	P	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
PD-051	Police / Records	Registrants	Registrants: Arson - <b>Juveniles</b> released from California Youth Authority	Age 25 or Sealing Date + 5 years		Age 25 or Sealing Date + 5 years	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
PD-052	Police / Records	Registrants	Registrants: Narcotic	5 years		5 years	Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
PD-053	Police / Records	Reference	Registrants: Sex Offenders - <b>Adults</b>	P		P	Department Preference; Pursuant to PC §290 et seq.
PD-054	Police / Records	Registrants	Registrants: Sex Offenders - <b>Juveniles</b>	P or Sealing Date + 5 years (or Court Order)		P or Sealing Date + 5 years (or Court Order)	Pursuant to PC §290 et seq.; W&I §781;
PD-055	Police / Records	Source	RMS Database	25 years		25 years	Data Fields / Records are interrelated; GC §34090; except records marked permanent
PD-056	Police / Records	Correspondence	Subpoenas (Duces Tecum)	2 years		2 years	GC §34090
PD-057	Police / Records	Crime Reports	Video Recordings - Interview Rooms	50 years		50 years	Department preference; Recordings that become evidence are stored with evidence; the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)
PD-058	Police / Records	Recording Media	Video Recordings - Public Facing	3 months		3 months	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business; the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)

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PD-059	Police / Records	Recording Media	Video Recordings - Temporary Holding Facility	3 months		3 months	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business and the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)

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<b>ADMINISTRATIVE SERVICES - OPERATIONS / DISPATCH (COMMUNICATIONS / CAD / DISPATCH)</b>							
PD-060	Police / Admin. Services / Operations / Dispatch	Correspondence	Assignments Sheets	2 years		2 years	GC §34090 et seq.
PD-061	Police / Admin. Services / Operations / Dispatch	Recording Logs	Audio Recordings or Tapes - <b>(CAD/RMS)</b> Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	1 year		1 year	Department Preference; Statewide guidelines propose 180 days (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6

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<b>ADMINISTRATIVE SERVICES - TEMPORARY HOLDING FACILITY</b>							
PD-062	Police / Admin. Services / Temp. Holding Facility	Logs	Logs: Temporary Holding Facility / Booking	3 years		3 years	GC§ 34090 et seq.
PD-063	Police / Admin. Services / Temp. Holding Facility	Correspondence	LiveScan <b>Applications</b> / Fingerprint <b>Applications</b> (public)	2 years		2 years	GC§ 34090 et seq.
PD-064	Police / Field Operations	Muni	PAS Device Calibration Logs	2 years		2 years	GC §34090 et seq.

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<b>FIELD OPERATIONS</b>							
PD-065	Police / Field Operations	Correspondence	Canine (Police Dogs) <b>Program Files:</b> Action Reports, Monthly Reports	2 years		2 years	GC §34090
PD-066	Police / Field Operations	Logs	Canine (Police Dogs) Program Files: <b>Animal Files</b>	Separation + 3 years		Separation + 3 years	3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
PD-067	Police / Field Operations	Muni	Citation Log Books (#s / ranges) - Parking, Traffic	2 years		2 years	GC §34090 et seq.
PD-068	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-069	Police / Field Operations	Timekeeping	Payroll Daily Shift Rosters / Master Deployment Schedule / Vehicle Assignments, etc.	4 years		4 years	Department preference (preliminary drafts); GC §34090 et seq.
PD-070	Police / Field Operations	Subject	Pursuit Critiques	5 years		5 years	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; 29 USC 1113
PD-071	Police / Field Operations	Non-Record	Range Schedules	None		None	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
PD-072	Police / Field Operations	Correspondence	Special Events / Ops Plan	2 years		2 years	Department preference; GC §34090 et seq.
PD-073	Police / Field Operations	Correspondence	Traffic Control: Radar Calibration Records	Life of the Equipment + 2 years		Life of the Equipment + 2 years	Department preference; GC §34090 et seq.
PD-074	Police / Field Operations	Correspondence	Traffic Control: Radar Trailer Surveys, etc.	2 years		2 years	Department preference; GC §34090 et seq.
PD-075	Police / Field Operations	Correspondence	Vehicle Log/Daily Safety Checks/Daily Work Reports/Vehicle Inspections/Daily Equipment Checks	2 years		2 years	Department preference; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

PD-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>INVESTIGATIONS BUREAU</b>							
PD-076	Police / Investigat. Bureau	Non-Record	Detectives Investigation Files and Arrest Files <b>(Notes) - Except Homicides</b>	None		None	Department preference (preliminary drafts) GC §34090 et seq.
PD-077	Police / Investigat. Bureau	Temporary Holding	Detectives Investigation Files and Arrest Files <b>(Official Reports)</b>	Transferred into Record's Files		Transferred into Record's Files	Transfer all Official Reports to Records to be placed in the Master Case Files.
PD-078	Police / Investigat. Bureau	Correspondence	Financial Forms - Asset Seizure: Payment requests and deposit forms	Completion + 2 years		Completion + 2 years	Department Preference; GC § 34090 et seq.
PD-079	Police / Investigat. Bureau	Correspondence	Financial Forms - Undercover buy money: receipts and reports	Completion + 2 years		Completion + 2 years	Department Preference; GC § 34090 et seq.
PD-080	Police / Investigat. Bureau	Correspondence	Informant Files	2 years		2 years	Department Preference; GC §34090 et seq.
PD-081	Police / Investigat. Bureau	Subject	Intelligence Files	5 years		5 years	Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
PD-082	Police / Investigat. Bureau	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-083	Police / Investigat. Bureau	Correspondence	Subpoenas (Personal Appearance)	2 years		2 years	GC §34090

**RESOLUTION NO. 12-7965**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, SUPERSEDING RESOLUTION NO. 08-7576  
AND ADOPTING REVISED RECORDS RETENTION  
SCHEDULES FOR CITY RECORDS**

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

**WHEREAS**, state and federal law require cities to maintain and preserve certain documents for various periods of time; and

**WHEREAS**, the City of Santa Clara currently has a Records Retention Schedule that identifies various types of documents and the period of time that they must be maintained by the City (“Records Retention Schedule”); and

**WHEREAS**, the City last updated its Records Retention Schedule in 2008 by Resolution No. 08-7576; and

**WHEREAS**, the City has now updated its Records Retention Schedule for each City department and for documents that apply City-wide to reflect and comply with changes in records retention laws; and

**WHEREAS**, the City now desires to approve and adopt these updated Records Retention Schedules for the orderly and lawful maintenance of its record-keeping system.

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

1. That the updated Records Retention Schedules for all City departments and for documents that apply City-wide, attached hereto and incorporated herein as Exhibit A, be approved and adopted, effective immediately.

///

2. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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 28<sup>th</sup> DAY OF AUGUST, 2012, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Gillmor, Kennedy, Kolstad, Mahan, McLeod and Moore and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
Records retention schedules

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

CW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-001	Lead Dept.	Correspondence	Accident, Incident, Injury reports: <b>PUBLIC or EMPLOYEES</b>	2 years		2 years	Send Significant Events to City Attorney; GC §34090
CW-002	Admin. Services / Finance / Accounting	Correspondence	<b>Accounts Payable, Invoices, Petty Cash, Warrant Requests, Purchase Card Statements, etc.</b> (copies) <b>If ALL backup is forwarded to Finance</b>	2 years		2 years	All originals go to Finance (these are copies); GC §34090.7
CW-003	City Clerk	Correspondence	Administrative Hearings / Appeals (copies)	2 years		2 years	All originals go to City Clerk (these are copies); GC §34090.7
CW-004	City Clerk	Correspondence	Agenda Packets / Staff Reports: <b>City Council, Redevelopment &amp; SOSA</b> (copies)	2 years		2 years	GC §34090.7
CW-005	City Clerk	Correspondence	Agreements & Contracts, Leases, MOUs, etc. - Includes all contractual obligations (copies) <i>(Specifications / Scope of Work, Service Agreements, Notices of Completion, Insurance etc.)</i>	2 years		2 years	All agreements, service agreements, and contracts are sent to the City Clerk; GC §34090.7
CW-006	Lead Dept.	Agreements	Agreements & Contracts: <b>ADMINISTRATIVE FILES - NOT funded by a grant</b>  (Correspondence, Project Administration, Project Schedules, Invoices, Logs, etc.)	Completion	5 years	Completion + 5 years	Department preference; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=Comp. + 5 years, Developers=Comp. + 10 years; E&O =Comp + 10 years; Published Audit Standards=4-7 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-007	Lead Dept.	Agreements	Agreements & Contracts: <b>ADMINISTRATIVE FILES - WITH grant funding</b>  (Correspondence, Project Administration, Project Schedules, Invoices, Logs, etc.)	Completion	5 years or After Funding Agency Audit, if required, whichever is longer	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Errors & Omissions is 10 years; Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., 21 CFR 1403.36 & 1403.42(b); 24 CFR 85.42(b), 91.105(h), 92.505, & 570.502(b), 28 CFR 66.42; 29 CFR 97.42(b); 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-133GC §34090
CW-008	Lead Dept.	Correspondence	Agreements & Contracts: <b>UNSUCCESSFUL BIDS or RESPONSES to RFPs</b> (Request for Proposals) <b>and/or RFQs</b> (Request for Qualifications) that don't result in a contract	2 years		2 years	The RFP / RFQ and the successful proposal becomes part of the agreement or contract (City Clerk is OFR); GC §34090
CW-009	Admin. Services / Finance / Accounting	Correspondence	Audits / Audit Reports / CAFR - Comprehensive Annual Financial Reports (copies)	2 years		2 years	GC §34090.7
CW-010	Lead Dept.	Correspondence	Awards	2 years		2 years	City preference; GC §34090
CW-011			Bids: See Agreements & Contracts				
CW-012	Lead Dept.	Correspondence	Board, Commissions and Committees: <b>AUDIO Recordings / Audio Tapes or Audio DVDs</b>  Except Planning Commission, ARC & HLC - see Planning & Inspection's schedule	2 years		2 years	City preference; State law only requires for 30 days; GC §54953.5(b)

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-013	Lead Dept.	Reference	Board, Commissions and Committees: Recordings / Tapes of City Council Meetings - <b>VIDEO Recordings / Video Tapes or Video DVDs</b>	P		P	City preference; GC §34090.7
CW-014	Lead Dept.	Correspondence	Board, Commissions, & Committees: Formed by CITY COUNCIL <b>AGENDAS, AGENDA PACKETS</b>	2 years		2 years	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
CW-015	City Clerk	Correspondence	Board, Commissions, & Committees: Formed by CITY COUNCIL <b>MINUTES &amp; BYLAWS</b>	2 years (Forward Originals to City Clerk)		2 years (Forward Originals to City Clerk)	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090
CW-016	Lead Dept.	Reference	Board, Commissions, & Committees: Formed by CITY COUNCIL <b>MINUTES NOT GOING TO COUNCIL</b>	P		P	City preference; GC §34090
CW-017	Lead Dept.	Correspondence	Board, Commissions, & Committees: <b>City Council Subcommittees</b> (Composed solely of less than a quorum of the City Council)	2 years		2 years	All recommendations are presented to the City Council; GC §34090 et seq.
CW-018	Lead Dept.	Non-Record	Board, Commissions, & Committees: <b>External Organizations</b>  (e.g. County Board of Supervisors)	None		None	Non-records
CW-019			Brochures: See Reference Manuals				
CW-020	City Clerk	Correspondence	Budgets - Finals (copies)	2 years		2 years	Final must be filed with County Auditor; GC §34090.7, 40802, 53901

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-021	Automotive Services	Temporary Holding	Carpool Logs	Send to Auto upon completion of form		Send to Auto upon completion of form	GC §34090.7
CW-022	Finance Dept.	Correspondence	Cash Receipts Detail / Petty Cash Reports / Backup / Accounts Receivable Detail / Refund Detail / Deposit Backup	2 years		2 years	Department preference (not all detail is sent to Finance); GC §34090
CW-023	City Manager	Correspondence	City Council Assignments (copies of response)	2 years		2 years	GC §34090
CW-024	City Manager	Correspondence	City Manager Assignments (copies of response)	2 years		2 years	GC §34090
CW-025	City Manager	Temporary Holding	City Manager Directives	Until Superseded		Until Superseded	GC §34090.7
CW-026	City Attorney	Correspondence	Claims & Litigation (copies)	2 years (Upon Settlement)		2 years (Upon Settlement)	City Attorney is OFR for lawsuits; Risk Management administers claim; GC §§34090.7, 34090.6
CW-027	Lead Dept.	Correspondence	<b>Committees Internal - Attended by employees:</b> All Records  (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		2 years	GC §34090
CW-028	Lead (Responding) Dept.	Correspondence	Complaints / Concerns from Citizens (operational)	2 years		2 years	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

CW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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	(OFR)						
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-029	Lead (Responding) Dept.	Correspondence	Complaints / Concerns from Citizens Computer Tracking Software (Comcate)	2 years		2 years	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090
CW-030	Lead Dept.	Contracts	Contracts: <b>ADMINISTRATIVE FILES - NOT funded by a grant</b>  (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	Completion	10 years	Completion + 10 years	Department preference; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=Comp. + 5 years, Developers=Comp. + 10 years; E&O =Comp + 10 years; Published Audit Standards=4-7 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
CW-031			Contracts: See Agreements				
CW-032	Dept. that Authors Document or Receives the City's Original Document	Correspondence	Correspondence - <b>ROUTINE</b>  (e.g. Administrative, Chronological, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases, Media, Public Releases, Public Records Requests, Reading File, Working Files, Received and Referred to other Departments, Calendars, duplicates of any record, Fax Logs, etc.)	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

CW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-033	Dept. that Authors Document or Receives the City's Original Document	Non-Record	Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b> , Interagency and Intraagency Memoranda not retained in the ordinary course of business  (e.g. calendars, checklists, e-mail that does not have a material impact on the conduct of business, invitations, instant messaging, logs, mailing lists, meeting room registrations, photographs, supply inventories, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, etc.)	None		None	Preliminary versions of a written document, such as a staff report or unsigned letter that is ready for revision or correction and not a final document of record. It also includes mail / e-mail that does not contain substantive information concerning City policies, decision-making, proceedings, projects, contractors, or practices; and does not relate to threatened or active litigation.  As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §34090, GC §6252 6254(a)
CW-034	City Clerk	Correspondence	Deeds, Easements, Final Orders of Condemnations (All) (copies)	2 years		2 years	Send all originals to the City Clerk; GC §34090.7
CW-035	City Auditor	Correspondence	Department Activity Reports / Performance Benchmark Reports / Performance Measurement Reports / Monthly Activity Reports (copies)	2 years		2 years	Send all originals to the City Clerk, who compiles the reports GC §34090.7

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

CW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>							
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<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-036	Lead Dept.	Non-Record	Drafts / Notes / Preliminary Drafts: Drafts that are revised (retain final version)	None		None	<p>Preliminary versions of a written document, such as a staff report or unsigned letter that is ready for revision or correction and not a final document of record. It also includes mail / e-mail that does not contain substantive information concerning City policies, decision-making, proceedings, projects, contractors, or practices; and does not relate to threatened or active litigation.</p> <p>As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §34090, GC §6252 6254(a)</p>
CW-037	Lead Dept.	Reference	Drawings/Plans/Maps/As-Built (Recorded)	P		P	GC §34090(a)(d)
CW-038	Dept. that <b>Authors</b> Document or Receives the City's Original Document	Temporary Holding	E-mail	Retention Based Upon the Content of the Record		Retention Based Upon the Content of the Record	E-mails that contain information relating to the conduct of the public's business are saved outside the e-mail system by printing them out and placing them in a file folder, or saving them electronically; If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §6252
CW-039	Lead Dept.	Correspondence	Facility Use Applications / Facility Use Permits	2 years		2 years	GC §34090
CW-040	Lead Dept.	Correspondence	Forms (Blank)	Superseded + 2 years		Superseded + 2 years	GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-041	Lead Dept.	Source	GIS Database / Data / Layers (both City-wide and Specialized)	Indefinite		Indefinite	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
CW-042	Lead Dept.	Correspondence	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		2 years	GC §34090
CW-043	Lead Dept.	Report	Grants / Reimbursable Claims / Subventions (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required)  Applications (successful), program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	2 years	After Funding Agency Audit, if Required - 5 years	After Funding Agency Audit, if required - 5 years	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 CFR 85.42(b), 91.105(h), 92.505, & 570.502(b), 28 CFR 66.42; 29 CFR 97.42(b) ; 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-133; GC §34090
CW-044	Human Resources	Correspondence	Grievances and Informal Complaints (Employees) (copies)	2 years		2 years	Send all grievances to Human Resources; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 34090 et seq.

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-045	Finance (IDS/Ebix-BPO)	Non-Record	Insurance Certificates for Agreements, Contracts, Leases and Encroachment Permits  Insurance Certificates maintained by IDS/Ebix-BPO should not be received by the City (or any department). The City Clerk's Office may assist departments with the redirecting of insurance certificates to IDS/Ebix-BPO.	None		None	Send to City Clerk's Office for the removal of the City's address and to redirect to IDS/Ebix-BPO
CW-046	Lead Dept.	Temporary Holding	Insurance Certificates NOT maintained by IDS/Ebix-BPO	Filed with pertinent file		Filed with pertinent file	Tracked with pertinent file.
CW-047	City Clerk	Correspondence	Minutes - City Council (copies)	2 years		2 years	Originals maintained by City Clerk Permanently; GC §34090.7
CW-048	City Clerk	Correspondence	Municipal Code (including inserts) (copies)	None		None	Return any whole unused codes to the City Clerk; Originals maintained by City Clerk Permanently; GC §34090
CW-049	City Clerk	Non-Record	Newspaper Clippings (copies)	None		None	Non-records - may be obtained from the newspaper company; GC §34090
CW-050	Lead Dept.	Correspondence	Notices: Public Hearing Notices Posted and Proofs of Publications, Public Notices	2 years		2 years	Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP§337 et seq; GC §34090
CW-051	City Clerk	Correspondence	Ordinances - City Council (copies)	2 years		2 years	Originals maintained by City Clerk Permanently; GC §34090
CW-052	Human Resources	Temporary Holding	Personnel Files  <i>(When an employee transfers to a different department, the file should go to the new department)</i>	Upon Separation, Send to Human Resources		Upon Separation, Send to Human Resources	Ensure records kept in Department files comply with City policy (all originals are sent to Human Resources); GC §34090.7
CW-053	Lead Dept.	Correspondence	Personnel Files <b>(Supervisor's Notes)</b>	2 years		2 years	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CW-054	Lead Dept.	Correspondence	Personnel Work Schedules	2 years		2 years	GC §34090
CW-055	Lead Dept.	Citizen Petition	Petitions (Examples: parking requests, traffic calming requests, etc.). NOT Election Related Petitions - for Initiative, Recall or Referendum petitions, see the City Clerk schedule	1 year		1 year	Not related to elections; Law requires 1 year for petitions; GC §50115
CW-056	Lead Dept.	Correspondence	Public Records Act Requests	2 years		2 years	GC §34090
CW-057	Lead Dept.	Correspondence	Public Relations / Press Releases	2 years		2 years	GC §34090
CW-058	Finance / Purchasing	Correspondence	Purchase Orders, Procurement & Contracting Records (RFPs, Specifications, Contracts, Amendments, Successful Bids, Notice of Award, RFQs, etc.) (copies)	2 years		2 years	GC §34090.7
CW-059	Lead Dept. (Who Ordered the Appraisal)	Correspondence	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		2 years	Not accessible to the public; Statewide Guidelines show 2 years; GC §§34090, 6254(h)
CW-060	Lead Dept. (Who Ordered the Appraisal)	Report	Real Estate Appraisal Reports: <b>Purchased</b> Property, Funded Loans	2 years	3 years	5 years	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 24 CFR 85.42(b), 24 CFR 91.105(h), 24 CFR 97.42(b), 24 CFR 570.502(b); 29 CFR 97.42, GC §34090
CW-061	City Clerk	Correspondence	Records Destruction Lists / Certificate of Records Destruction (copies)	2 years		2 years	GC §34090.7
CW-062	Lead Dept.	Routine	Recruitment and Testing File ( <b>As-Needed Employees Only</b> )  (Includes Applications for Unsuccessful Applicants, Advertisements, Job Brochures, Test Data, etc.)	4 years		4 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

CW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>							
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CW-063	Lead Dept.	Non-Record	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, etc.: Produced by <b>OTHER DEPARTMENTS OR OUTSIDE ORGANIZATIONS</b> (League of California Cities, Chamber of Commerce, etc.)	None		None	Non-Records
CW-064	Lead Dept.	Correspondence	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, etc.: Produced by <b>YOUR Department</b>	Superseded + 2 years		Superseded + 2 years	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
CW-065	Lead Dept.	Reference	Reports and Studies (Historically significant - e.g., Zoning Studies)	10 years	P	P	Administratively and Historically significant, therefore retained permanently; GC §34090
CW-066	Lead Dept.	Report	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	5 years		5 years	Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §34090
CW-067	City Clerk	Correspondence	Resolutions - City Council (copies)	2 years		2 years	Originals maintained by City Clerk Permanently; GC §34090.7
CW-068	Lead Dept.	Report	Safety: OSHA Inspections & Citations, Log 200 and Log 300, 301, 301A	5 years		5 years	Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090; LC §6429c
CW-069	Lead Dept.	Correspondence	Service of Legal Documents (copies)	2 years		2 years	GC §34090
CW-070	Lead Dept.	Reference	Service of Legal Documents (LOG)	P		P	City preference; GC §34090
CW-071	Lead Dept.	Non-Record	Speaker Cards (submitted at public meetings)	None		None	Transitory records not retained in the ordinary course of business (used to accurately produce minutes); GC §§34090 et seq., 6254(a)
CW-072	Lead Dept.	Correspondence	Special Event Permits	Expiration + 2 years		Expiration + 2 years	GC §34090
CW-073	Lead Dept.	Subject	Special Projects / Subject Files / Issue Files	5 years		5 years	Department Preference; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-074	Lead Dept.	Correspondence	Subpoenas	2 years		2 years	GC §34090
CW-075	Lead Dept.	Correspondence	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts	2 years		2 years	GC §34090
CW-076			Tapes: See Board & Commissions				
CW-077	Lead Dept.	Timekeeping	Timekeeping: Time Sheets / Time Cards / Overtime Sheets / Overtime Cards (Including Leave Slips & Vacation Requests Forms)	4 years		4 years	City Preference for FLSA; Originals maintained by Payroll; GC §34090.7
CW-078	Lead Dept.	Training	Training - ALL <u>COURSE</u> RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics & Safety training)	2 years	5 years	7 years	Department Preference; OSHA requires 5 years for safety records; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 8 CCR 14300.33(a); 29 CFR 1627.3(b)(2), 29 CFR 1904.33, 29 CFR 1904.44; LC §6429(c); GC §§12946, 34090, 53235.2(b)
CW-079	Lead Dept.	Correspondence	Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS  
SANTA CLARA, CA.**

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CW-080	City Manager	Volunteer	Volunteer / Unpaid Intern / Work Study Applications & Agreements - <b>Successful</b>	Inactive / Separation + 5 years		Inactive / Separation + 5 years	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 34090
CW-081	City Manager	Volunteer	Volunteer / Unpaid Intern / Work Study Applications & Agreements - <b>Unsuccessful</b> or Pending Applicants	5 years		5 years	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 34090
CW-082	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)  (Hansen)	Indefinite		Indefinite	Data is interrelated; GC §34090
CW-083	Depart. Providing Service / Work	Non-Record	Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b>	None		None	Preliminary drafts (the database is the original); GC §34090
CW-084	Depart. Providing Service / Work	Correspondence	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	2 years		2 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

**RECORDS RETENTION SCHEDULE: CITY ATTORNEY  
SANTA CLARA, CA.**

CA-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
CA-001	City Attorney	Correspondence	Accident/Incident Reports: Automobile Loss Notice, General Liability Notice of Occurrence (Significant Events)	2 years		2 years	GC §34090
CA-002	Admin. Services / Finance / Accounting	Correspondence	Accounts Payable (copies)	2 years		2 years	GC §34090.7
CA-003	City Attorney	Correspondence	Administrative Hearings	Resolution + 2 years		Resolution + 2 years	Department preference; GC §34090
CA-004	City Attorney	Subject	Amicus Briefs	2 years	3 years	5 years	Department Preference; GC §34090
CA-005	City Attorney	Project Admin	Assignment Log	10 years		10 years	Department Preference; GC §34090
CA-006	City Attorney	Litigation	Attorney Work Product (Electronic Files on I: Drive)	Resolution + 5 years		Resolution + 5 years	Department Preference; GC §34090
CA-007	City Attorney	Subject	Assignment Binders	3 years	2 years	5 years	Department Preference; GC §34090
CA-008	City Attorney	Claim	Claims / Damage Claims	Upon Resolution	Resolution + 5 years	Resolution + 5 years	Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; Statute of Limitations for contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 945.6, 34090, 34090.6; PC §832.5(b)
CA-009	City Attorney	Subject	Elections	2 years	3 years	5 years	Department Preference; GC §34090
CA-010	City Attorney	Source	Legal Opinions	P		P	Department Preference; GC §34090
CA-011	City Attorney	Litigation	Litigation / Lawsuits  (Final Settlement Documents and Judgments are maintained by the City Clerk)	Upon Resolution	5 years	Resolution + 5 years	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945.6, 34090, 34090.6; PC §832.5(b)
CA-012	City Attorney	Reference	Litigation (Eminent Domain/Final Order of Condemnation)	P		P	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945.6, 34090, 34090.6; PC §832.5(b)
CA-013	City Attorney	Subject	Loss Run Reports (George Hills Company)	5 years		5 years	Meets auditing standards; GC §34090

**RECORDS RETENTION SCHEDULE: CITY ATTORNEY  
SANTA CLARA, CA.**

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CA-014	City Attorney	Subject	Municipal Code & Charter Administration, Distribution, etc.	2 years	3 years	5 years	GC § 34090
CA-015	City Attorney	Muni	Municipal Code Violations	2 years		2 years	Department Preference; GC §34090
CA-016	City Attorney	Subject	<b>Not of Significant Historical Value:</b> - Various Subjects (review, research, public records requests and responses, background files, budget working papers, outside counsel)	5 years		5 years	Department Preference; GC §34090
CA-017	City Attorney	Reference	<b>Subject</b> <b>Significant Historical Value:</b> Various Subjects (Cemetery, NCPA, M-S-R, PG&E, RDA, SOSA, Water Pollution Control Plant (WPCP), etc.)	2 years	P	P	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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<b>CITY AUDITOR</b>							
CC-001	City Auditor	Auditor Reports	Audit Policies & Procedures (Mileage and Meal Reimbursement)	7 years		7 years	GC §34090
CC-002	City Auditor	Auditor Reports	Annual City Auditor Report / Performance Benchmarks	7 years		7 years	Department Preference; meets municipal government auditing standards; GC §34090
CC-003	City Auditor	Auditor Reports	Audits of Payroll Payment Requests	7 years		7 years	Department Preference; meets municipal government auditing standards; GC §34090
CC-004	City Auditor	Correspondence	Check Stock Log	2 years		2 years	Department Preference; meets municipal government auditing standards; GC §34090
CC-005	City Auditor	Correspondence	Reimbursement Log / Allocation Tracking (Boot/Clothing/Safety Gear)	2 years		2 years	GC §34090
CC-006	City Auditor	Temporary Holding	Travel Advances	Upon receipt forward to Finance		Upon receipt - forward to Finance	Department Preference
CC-007	City Auditor	Correspondence	Warrants Payroll Vendor Voids Reprints - Destroyed	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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<b>CITY CLERK</b>							
CC-008	City Clerk	Correspondence	Affidavit of Posting Agendas, Notices of Public Hearings, Continuances, Notice of Adjournments  City Council, Board & Commissions and Committees, Miscellaneous	2 years		2 years	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP §§337 et seq, 349.4; GC §§34090, 54960.1(c)(1)
CC-009	City Clerk	Reference	Agenda Packets / Staff Reports / Correspondence Regarding Agenda Items - <b>Imaged:</b>  City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, City of Santa Clara Housing Authority and Bayshore North Project Enhancement Authority	P		P	Department Preference (The minutes are the permanent record); GC §34090 et seq.
CC-010	City Clerk	Agenda Material	Agenda Packets / Staff Reports / Correspondence Regarding Agenda Items - <b>Hardcopy:</b>  City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, City of Santa Clara Housing Authority and Bayshore North Project Enhancement Authority	1 year	9 years	10 years	Department Preference (The minutes are the permanent record); GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: CITY CLERK  
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CC-011	City Clerk	Reference	Agendas & Agenda Summary of Action  City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, City of Santa Clara Housing Authority and Bayshore North Project Enhancement Authority	P		P	Department Preference (The minutes are the permanent record); GC §34090 et seq.
CC-012	City Clerk	Agreements	Agreements - <b>Not Significant - NOT IMAGED.</b>  <i>Agreement or Contract includes all contractual obligations (e.g. Amendments, Scope of Work or Successful Proposal)</i>  Examples of <b>NON-Infrastructure</b> : Consulting, grants, disposal, franchises, housing, leases, legal services, litigation settlements, loans, paving, painting, professional services, services, slurry seals, tree trimming, Solar - Right of Entry/Lease, etc.	Completion	5 years	Completion + 5 years	Department preference; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=Comp. + 5 years, Developers=Comp. + 10 years; E&O =Comp + 10 years; Published Audit Standards=4-7 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
CC-013	City Clerk	Agreements and Leases Significant	Agreements - <b>SIGNIFICANT - IMAGED - Disposition Development Agreements, Joint Powers Authority, Owner Participation Agreements, Memorandum of Understanding, Housing Regulatory Agreements, Property owned by the City or Redevelopment Agency, those determined as Significant by the Lead Department, Letters of Credit, Consent Order</b>  <i>Agreement includes all contractual obligations (e.g. Amendments, Scope of Work or Successful Proposal)</i>	Completion	P	P	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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CC-014	City Clerk	Agreements and Leases Significant	Agreements: Litigation Releases	Final Resolution	P	P	Department Preference; GC §34090
CC-015	City Clerk	Correspondence	Bid Opening Lists/Unsuccessful Bids	2 years		2 years	GC §34090
CC-016	City Clerk	Reference	Board, Commissions & Committees: <b>Historical List</b>	P		P	Department Preference; GC §34090
CC-017	City Clerk	Correspondence	Board, Commission & Committees: Committee Rosters / <b>Maddy Act List</b>	2 years		2 years	GC §34090
CC-018	City Clerk	Bonds	Bonds Fortune Telling Soliciting	After cessation + 1 year		After cessation + 1 year	City Code: 5.45.060
CC-019	Finance / Financial Services & City Clerk	Bonds Debt / Interest	Bond Official Statements / Certificates of Participations (COPs)	Cancellat., Redemption or Maturity	10 years	Cancellat. Redemption or Maturity + 10 years	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq.
CC-020	Planning & Inspection	Correspondence	Building Inspection Address List (copies)	2 years		2 years	GC §34090.7
CC-021	City Clerk	Historical Documents / Artifacts	Budget (Final / Adopted)	2 years		P	Department Preference; GC §34090
CC-022	City Clerk	Reference	Bylaws	P		P	Department Preference; GC §34090
CC-023	City Clerk	Correspondence	City Council Committees: Revision History	2 years		2 years	GC §34090 et seq.
CC-024	City Clerk	Reference	City Council: Historical Lists	P		P	Department Preference; GC §34090

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CC-025	City Clerk	Claim	Claim Forms & Log City Council, Redevelopment Agency & Sports and Open Space Authority	5 years		5 years	Department Preference; GC §34090 et seq.
CC-026	City Clerk	Contracts	<b>Contracts - Infrastructure, Capital Improvement Projects</b> (Public Works Awarded as a result of a Bid)  <i>Contract includes all contractual obligations (e.g. Amendments, Scope of Work or Successful Proposal)</i>  <b>Examples of Infrastructure:</b> Architects, Buildings, bridges, covenants, development, environmental, park improvements, reservoirs, sewers, sidewalks, street & alley improvements, subdivisions, utilities, water, etc.	Completion	P	P	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703
CC-027	City Clerk	Council Attendance and Payroll	City Council / Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Corporation, Santa Clara Stadium Authority, and City of Santa Clara Housing Authority and Bayshore North Project Enhancement Authority Attendance Records	10 years		10 years	Department Preference; GC §34090 et seq.
CC-028	City Clerk	Correspondence	Council Chambers, Use of (License Permit)	2 years		2 years	GC §34090 et seq.
CC-029	City Clerk/Lead Dept.	Temporary Holding	Escrow Bid Documents	Upon Completion		Forward to Dept. upon Completion	Department Preference
CC-030	City Clerk	Ethics Training	Ethics Training - Certificates / Logs	4 years	6 years	10 years	Department Preference; GC §§34090, 53235.2(b)

**RECORDS RETENTION SCHEDULE: CITY CLERK  
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CC-031	City Clerk	Reference	Files Management Manual / Records Retention Schedules (if not always filed with the Resolution of Adoption)	P		P	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
CC-032	City Clerk	Statement of Economic Interests City Filers	FPPC Form 801 (Gift to Agency Report)	8 years		8 years	Must post on website; 2 CCR 18944.2(C)(3)(G)
CC-033	City Clerk	Gifts received by City	Gifts given to the City	10 years		10 years	Department Preference; GC §34090 et seq.
CC-034	City Clerk	Historical Documents/ Artifacts	Historical Records/Artifacts/ Publications Written by the City of Significant Historic Value  Incorporation, City Seal, Awards of significant historical interest, Handbooks, Maps, Budget Books, etc.	P		P	City Clerk determines historical significance; records can address a variety of subjects and media formats; GC §34090
CC-035	City Clerk	Correspondence	Index for Electric Estimates, Engineering Sites, Planning Files, Human Resources Terminations and Water Jobs	Superseded + 2 years		Superseded + 2 years	Department Preference (preliminary draft / transitory record used to locates records, which can be destroyed after the subject record is destroyed); GC §34090 et. seq.
CC-036	City Clerk	Correspondence	Index of Boxes in Records Center	Superseded + 2 years		Superseded + 2 years	Department Preference (preliminary draft / transitory record used to locates records, which can be destroyed after the subject record is destroyed); GC §34090 et. seq.
CC-037	City Clerk	Reference	Insurance Policies (City Owned Policies that are presented to Council. Excludes Electric Utility) - <b>GENERAL LIABILITY, PROPERTY, FIRE, THEFT, ETC.</b>	P		P	Department preference for liability purposes; CCP §337 et seq.; GC §34090
CC-038	City Clerk	Correspondence	Microfilm Processing Record Log	Superseded + 2 years		Superseded + 2 years	Department Preference (preliminary draft / transitory record used to locates records, which can be destroyed after the subject record is destroyed); GC §34090 et. seq.

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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CC-039	City Clerk	Minutes	Minutes City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, City of Santa Clara Housing Authority, Bayshore North Project Enhancement Authority and Closed Sessions	P		P	GC §34090
CC-040	City Clerk	Reference	Municipal Code and Charter (1 copy of each supplement) <i>Including revision inserts</i>	Final Resolution	P	P	Department Preference; GC §34090
CC-041	City Clerk	Reference	Newspaper Clippings of Significant Historic Value	1 year	P	P	Non Records - Department preference
CC-042	City Clerk	Reference	Oaths of Office - Elected Officers, Board and Commission Members	While in Office		P	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, retirement benefits is 6 years from last action; statewide guidelines propose Termination + 6 years; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
CC-043	City Clerk	Ordinances	Ordinances & Indexes	P		P	GC §34090 et. seq.
CC-044	City Clerk	Reference	Outgoing Awards and Gifts List/Log	P		P	Department Preference; GC §34090
CC-045	City Clerk	Correspondence	Petty Cash (Receipts & Log Book)	2 years		2 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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CC-046	City Clerk	Agreements and Leases Significant	Real Property - Records that Affect the Title to Real Property Abandonments, Deeds, Deed Restrictions, Easements, Liens, Resale Restrictions, Vacations, etc. Includes Title Insurance	2 years	P	P	GC §34090
CC-047	City Clerk	Recorded Documents	Recorded Documents (Including Log): Deeds, Easements, Rights of Ways, Notice of Completion, etc.	1 year	P	P	GC §34090 et. seq.
CC-048	City Clerk	Correspondence	Recordings / Tapes of City Council Meetings - <b>AUDIO Recordings / Audio Tapes or Audio DVDs</b> City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, Housing Authority and Bayshore North Project Enhancement Authority	2 years		2 years	Department preference; State law only requires for 30 days; GC §54953.5(b)
CC-049	City Clerk	Historical Documents / Artifacts	Recordings / Tapes of City Council Meetings - <b>VIDEO Recordings / Video Tapes or Video DVDs</b> City Council, Redevelopment Agency, Sports and Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority, Housing Authority and Bayshore North Project Enhancement Authority	2 years	P	P	Department preference; GC §34090.7 (Beginning April 2007)
CC-050	City Clerk	Destruction Notices	Records Destruction Lists / Certificates of Records Destruction	P		P	Department Preference; GC §34090 et. seq.

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CC-051	City Clerk	Resolutions	Resolutions & Indexes City Council, Redevelopment Agency, Sports & Open Space Authority, Industrial Development Authority, Joint Financing Authority, Public Facilities Financing Authority, Santa Clara Stadium Authority and City of Santa Clara Housing Authority and Bayshore North Project Enhancement Authority	P		P	GC §34090 et. seq.
CC-052	City Clerk	Correspondence	Revisions History (Board, Commissions, Council Committees, Publications and City Council Roster)	2 years		2 years	GC §34090
CC-053	City Clerk	Temporary Holding	Vehicle Titles ("Pink Slips")	Ownership		Until Sale or Disposal	Given to Auction House / New Owner; GC §34090

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<b>ELECTIONS - CONSOLIDATED</b>							
CC-054	City Clerk	Campaign Disclosure Successful Candidates Orig	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>SUCCESSFUL CANDIDATES (Elected Officials) - ORIGINALS</b>	5 years	P	P	Paper must be retained for at least 2 years; GC §81009(b)(g)
CC-055	City Clerk	Campaign Disclosure Copies	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>SUCCESSFUL CANDIDATES (Elected Officials) - COPIES</b>	5 years		5 years	GC §81009
CC-056	City Clerk	Campaign Disclosure Unsuccessful Candidates Orig	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>UNSUCCESSFUL CANDIDATES - ORIGINALS</b>	5 years		P	Paper must be retained for at least 2 years; GC §81009(b)(g)
CC-057	City Clerk	Campaign Disclosure Copies	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>UNSUCCESSFUL CANDIDATES - COPIES</b>	5 years		5 years	GC §81009
CC-058	City Clerk	Campaign Disclosure All Others Orig	Campaign Filings (FPPC 410, 461, 465 & 496 Forms, Santa Clara Committees & Local Campaign Forms): <b>THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK</b> (copies - Council Members running for State or County offices, etc.) - <b>ORIGINALS</b>	P		P	Department preference; Paper must be retained for at least 2 years; GC §81009(b)(g)
CC-059	City Clerk	Campaign Disclosure Copies	Campaign Filings (FPPC 402 & 460 Forms, Non Santa Clara Committees & Local Campaign Forms): <b>THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK</b> (copies - Council Members running for State or County offices, etc.) - <b>COPIES</b>	5 years		5 years	GC §81009
CC-060	City Clerk	Campaign Disclosure All Others Orig	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>OTHER COMMITTEES (PACS - not candidate-controlled) - ORIGINALS</b>	7 years		P	Paper must be retained for at least 2 years; GC §81009(c)(g)
CC-061	City Clerk	Campaign Disclosure Copies	Campaign Filings (FPPC 400 Series Forms & Local Campaign Forms): <b>OTHER COMMITTEES (PACS - not candidate-controlled) - COPIES</b>	5 years		5 years	GC §81009

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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CC-062	City Clerk	Reference	Candidate File: Nomination Papers, Candidate Statements, Acceptance of Voluntary Expenditure Limit, Oath of Office, etc. - <b>SUCCESSFUL CANDIDATES</b>	8 years		P	Department Preference; Nomination Papers: Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100 Oaths of Office: Statute of Limitations: Public official misconduct is discovery of offense + 4 years, retirement benefits is 6 years from last action; statewide guidelines propose Termination + 6 years; GC §§34090, 36507; PC §§801.5, 803(c); 29 USC 1113
CC-063	City Clerk	Reference	Candidate File: Nomination Papers, Candidate Statements, Acceptance of Voluntary Expenditure Limit, etc. - <b>UNSUCCESSFUL CANDIDATES</b>	Election + 4 years		P	Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
CC-064	City Clerk	Reference	Elections - <b>GENERAL, WORKING or ADMINISTRATION</b> Files  Correspondence, Election Calendars, Precinct Maps, Proof of Publications, County Election Services, etc.	2 years		P	GC §34090
CC-065	City Clerk	Reference	Elections - <b>HISTORICAL</b>  Sample ballot	6 years	P	P	Retained for Historical Value, GC §34090
CC-066	City Clerk	Petitions	Petitions (Initiative, Recall or Referendum)	8 months		8 months	<u>Not accessible to the public</u> ; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200, 17400

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SANTA CLARA, CA.**

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CC-067	City Clerk	Statement of Economic Interests City Filers	Statement of Economic Interest Filings (FPPC Forms - 700 Series): <b>DESIGNATED EMPLOYEES</b> (specified in the City's Conflict of Interest code. Includes advisory bodies except for the Planning Commission and consultants) - <b>ORIGINALS</b>	2 years	5 years	7 years	City maintains original statements; GC §81009(e) & (g)
CC-068	City Clerk	Statement of Economic Interests City Filers	Statement of Economic Interest Filings (FPPC Forms - 700 Series): <b>DESIGNATED EMPLOYEES</b> (specified in the City's Conflict of Interest code. Includes advisory bodies except for the Planning Commission and consultants) - <b>COPIES</b>	2 years	5 years	7 years	City maintains original statements; GC §81009(e) & (g)
CC-069	City Clerk	Statement of Economic Interests City Filers	Statement of Economic Interest Filings (FPPC Forms - 700 Series): <b>PUBLIC OFFICIALS</b> (elected & not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney) - <b>ORIGINALS</b>	4 years	3 years	7 years	Department Preference; City maintains copies only; original statements are filed with FPPC; GC §81009(f) & (g)
CC-070	City Clerk	Statement of Economic Interests City Filers	Statement of Economic Interest Filings (FPPC Forms - 700 Series): <b>PUBLIC OFFICIALS</b> (elected & not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney) - <b>COPIES</b>	4 years	3 years	7 years	Department Preference; City maintains copies only; original statements are filed with FPPC; GC §81009(f) & (g)

**RECORDS RETENTION SCHEDULE: CITY CLERK  
SANTA CLARA, CA.**

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<b>CITY CLERK / ELECTIONS - STAND-ALONE (in the event the County does not conduct a Consolidated Election)</b>							
CC-071	City Clerk	Election Correspondence	Absentee Applications, Roster of Absentee Applications		6 months	6 months	EC §17505
CC-072	City Clerk	Election Correspondence	Absentee Identification Envelopes		6 months	6 months	EC §17302
CC-073	City Clerk	Election Initiatives	Annexation Petitions, Protests and Withdrawals		1 year	1 year	Law requires 1 year for petitions; GC §50115
CC-074	City Clerk	Election Correspondence	Assessment District Ballots & Envelopes - Prop. 218 proceedings		6 months	6 months	Department preference to be consistent with other types of ballots; Statewide guidelines propose permanent; EC §§ 17302, 17306; CA Constitution Art. XIII
CC-075	City Clerk	Election Correspondence	Ballots - After Election		6 months	6 months	EC §17302
CC-076	City Clerk	Election Correspondence	Ballots - After Recount		6 months	6 months	EC §17306
CC-077	City Clerk	Election Correspondence	Challenged & Assisted Voters List		6 months	6 months	If uncontested, EC §17304
CC-078	City Clerk	Election Correspondence	Inspector Receipts for Ballots		6 months	6 months	EC 17302, 17306
CC-079	City Clerk	Election Correspondence	Precinct Officer Appointments		6 months	6 months	EC §17503
CC-080	City Clerk	Report	Roster of Voters		5 years	5 years	EC §17300
CC-081	City Clerk	Election Correspondence	Tally Sheets		6 months	6 months	EC §17304
CC-082	City Clerk	Election Correspondence	Voter Index Copies used as the Voting Record at Polling Places		6 months	6 months	EC §17304
CC-083	City Clerk	Report	Voter Index Original		5 years	5 years	EC §17001

**RECORDS RETENTION SCHEDULE: CITY MANAGER  
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<b>CITY MANAGER</b>							
CM-001	City Manager	Non-Record	Associations / Outside Organizations (Chamber of Commerce, ICMA, League of California Cities, etc.)	None		None	Non-records
CM-002	Finance / City Clerk	Correspondence	Budgets (copies)	2 years		2 years	GC §34090.7
CM-003	City Manager	Complaints	Cable TV - Complaints regarding Cable Services	2 years		2 years	GC §34090 et seq.
CM-004	City Manager	Non-Record	Cable TV - Video Recordings - Public Service Announcements, Special Events, Non-City Business, Community Programming.	None		None	Non-records; GC §34090 et seq.
CM-005	City Clerk	Correspondence	Cable TV - Video Recordings / Tapes of Board and Commission meetings - <b>City Council, RDA, SOSA, Stadium Authority, HA Meetings</b> (copies)	2 years		2 years	Department preference; Video tapes are required for only 90 days; GC §34090.7
CM-006	City Manager	Subject	City Council Assignments	5 years		5 years	Department preference; GC §34090
CM-007	City Manager	Subject	City Manager Assignments	5 years		5 years	Department preference; GC §34090
CM-008	City Manager	Correspondence	City Manager Directives / Policy & Procedure Handbook (Revision History)	Superseded + 2 years		Superseded + 2 years	Department preference; GC §34090
CM-009	City Manager	Correspondence	City Manager Reports to Council	2 years		2 years	GC §34090
CM-010	City Manager	Correspondence	Closed Session Binders	Completion + 2 years		Completion + 2 years	Department Preference; GC §34090
CM-011	City Manager	Correspondence	Committee Files	2 years		2 years	Department Preference; GC §34090
CM-012	City Manager	Complaints	Complaints / Concerns / CMAs / Non-CMAs	2 years		2 years	Department Preference; GC §34090
CM-013	City Manager	Reference	Complaints Log	P		P	Department Preference; GC §34090
CM-014	City Manager	Correspondence	Council Files	2 years		2 years	Department Preference; GC §34090
CM-015	City Manager	Correspondence	Department Files / Department Head Meeting Files	2 years		2 years	Department Preference; GC §34090
CM-016	City Manager	Correspondence	Employee Relations Oversight Files	2 years		2 years	Department Preference; GC §34090
CM-017	City Manager	Correspondence	Employee Suggestion Files	2 years		2 years	GC §34090
CM-018	City Manager	Correspondence	Ethics Training (AB1234)	2 years		2 years	City Clerk maintains Training Certificates; GC §34090

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CM-019	City Manager	Correspondence	Events Take our Children to Work Day, Public Safety providers Week, Public Employees Recognition Week, Service Award Luncheon, Volunteer Recognition Combined Giving Campaign, Outgoing Council Event, Holiday Decorations, Those Who Inspire Award, Neil Henry Volunteer Award, All Fired Up Sculpture Show, Art & Sculpture Show, Street Dance, Concerts in the Park, Art in the Air, Santa Clara Chorale, Santa Clara Ballet, Mission City Opera, Santa Clara Players, keep Santa Clara Clean, Oaths of Office Ceremonies, etc.	2 years		2 years	Department Preference; GC §34090
CM-020	City Manager	Correspondence	Filming Permits	2 years		2 years	GC §34090
CM-021	City Manager	Grand Jury	Grand Jury Reports Pertaining to City Operations	10 years		10 years	Department Preference (consistent with Grand Jury requirements); GC §34090
CM-022	City Manager	Correspondence	Legislative Correspondence Information, Positions, League Conference Resolutions	2 years		2 years	GC §34090
CM-023	City Manager	Correspondence	Local Emergency Services Oversight Files	2 years		2 years	Department Preference; GC §34090
CM-024	City Manager	Subject	Redevelopment Agency Project Oversight Files Includes Downtown Revitalization Project	5 years		5 years	Department Preference; GC §34090
CM-025	City Manager / Lead Dept.	Subject	Special Projects, Research, Programs, Subject & Issues (Issues and/or projects will vary over time) Airport, Annexations, Arena, APPA, Bayshore North, Bowers Avenue, El Camino Re-Route, Federal Power, 49ers, Hotels, Urban Renewal, etc.)	5 years		5 years	GC §34090
CM-026	City Manager	Non-Record	State, County, Other Cities (San Jose, etc.), San Jose - Santa Clara Water Pollution Control Plant, School District, etc.	None		None	Non-records
CM-027	City Manager	Correspondence	Training and Safety Oversight Files	2 years		2 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: CITY MANAGER  
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CM-028	City Manager	Volunteer	Volunteer Forms	5 years		5 years	Department Preference; GC §34090
CM-029	City Manager	Timekeeping	Volunteer Timecards	4 years		4 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: CITY MANAGER  
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<b>COMMUNITY RELATIONS</b>							
CM-030	City Manager / Commun. Relations	Correspondence	City Store Products <i>Santa Clara Chamber of Commerce</i>	2 years		2 years	GC §34090
CM-031	City Manager / Commun. Relations	Historical Documents/ Artifacts	Photographs of Significant Historical Value (Council Members, City Staff, etc.)	P		P	Department preference; GC §34090
CM-032	City Manager / Lead Dept.	Subject	Projects, Programs, Subject & Issues (Issues and/or projects will vary over time) Includes Newsletters	Completion + 5 years		Completion + 5 years	GC §34090
CM-033	City Clerk	Correspondence	Publications (copies) Inside Santa Clara, City Corner, Mission City Scenes, City Calendar and etc.	2 years		2 years	Transfer historical publications to the City Clerk; GC §34090
CM-034	City Manager / Commun. Relations	Correspondence	Sister City Program Izumo, Coimbra & Ireland	2 years		2 years	GC §34090
CM-035	City Manager / Commun. Relations	Non-Record	Speeches	None		None	Notes, drafts, or preliminary documents; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: CITY MANAGER  
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<b>ECONOMIC DEVELOPMENT</b>							
CM-036	City Manager / Econ. Develop.	Correspondence	Business Retention / Business Recognition	2 years		2 years	Department Preference; GC §34090
CM-037	City Manager / Econ. Develop.	Subject	Economic Development Projects / Programs	5 years		5 years	Department Preference; GC §34090
CM-038	City Clerk	Correspondence	Property Management Files: <b>Deeds, Title Insurance, Easements, etc.</b> (copies)	2 years		2 years	GC §34090.7
CM-039	City Clerk	Subject	Property Management Files: <b>Leases, Tenants, etc.</b>  (Original contracts to City Clerk)	Completion + 5 years		Completion + 5 years	Department Preference; Statute of Limitations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
CM-040	City Manager / Econ. Develop.	Correspondence	Prospects: Economic Development Projects / Correspondence	2 years		2 years	Department Preference; GC §34090
CM-041	City Manager / Econ. Develop.	Correspondence	Public Affairs (Correspondence regarding legislation / State & Federal bills)	2 years		2 years	Department Preference; GC §34090
CM-042	City Manager / Econ. Develop.	Reference	Real Estate Acquisition Files - <b>Purchased Property</b>  May Include Original Deeds and Title Insurance - Send originals to the City Clerk	P		P	Department preference (deeds and title insurance may not have been consistently sent to the City Clerk in the past); GC §34090
CM-043	City Manager / Econ. Develop.	Correspondence	Real Estate Appraisal Reports - Property <b>NOT</b> Purchased	2 years		2 years	Department preference (not accessible to the public); GC §§34090, 6254(h)
CM-044	City Manager / Econ. Develop.	Subject	Real Estate Appraisal Reports - Purchased Property	5 years		5 years	Department preference (not accessible to the public until close of escrow); USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; statewide guidelines show 2 years; GC §§34090, 6254(h)
CM-045	City Manager / Econ. Develop.	Reference	Redevelopment Project Files	5 years	P	P	Department Preference (original DDAs and OPAs are maintained by the City Clerk) GC §34090

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CM-046	City Manager / Econ. Develop.	Reference	Redevelopment Project Files: Convention Center, Great America	Project Completion + 5 years	P	P	Department Preference; GC §34090
CM-047	City Manager / Econ. Develop.	Reference	Site Clearance / Soils Remediation / Mitigation	P		P	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

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<b>ADMINISTRATIVE SERVICES &amp; FIBER ENTERPRISE</b>							
EU-001	Electric Utility / Admin. Services & Fiber Enter.	Correspondence	Bill Inserts / Mission City Scenes, etc.	2 years		2 years	GC §34090
EU-002	Electric Utility / Admin. Services & Fiber Enter.	Reference	California Energy Commission (CEC) Licenses and Regulatory	P		P	Department Preference; GC §34090
EU-003	Electric Utility / Admin. Services & Fiber Enter.	Report	California Energy Commission (CEC) Reports	5 years		5 years	Department Preference; GC §34090
EU-004	Electric Utility / Admin. Services & Fiber Enter.	Project Admin	Capital Improvement Projects (CIP) / Jobs: <u>Administration File</u> Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
EU-005	Electric Utility / Admin. Services & Fiber Enter.	Project	Capital Improvement Projects (CIP) / Jobs: Permanent File Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

EU-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
EU-006	Electric Utility / Admin. Services & Fiber Enter.	Correspondence	Chronological File	2 years		2 years	GC §34090
EU-007	Electric Utility / Admin. Services & Fiber Enter.	Report	Correspondence with Regulatory Agencies	5 years		5 years	Department Preference; GC §34090
EU-008	Street & Automotive Services	Temporary Holding	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks	Send to Automotive Services		Send to Automotive Services	GC §34090 et seq.
EU-009	Electric Utility / Admin. Services & Fiber Enter.	Reference	Drawings / Record Drawings / "As Builts" Drawing List	P		P	Department Preference; GC §34090
EU-010	Electric Utility / Admin. Services & Fiber Enter.	Estimates	Estimates - Preliminary, In Process, Completed Estimate Logs	Upon Completion	P	P	Department Preference; GC §34090
EU-011	Electric Utility / Admin. Services & Fiber Enter.	Reference	Facility Histories / Infrastructure (Black Butte, Stoney Gorge, Highline, Grizzly, etc.)	P		P	Department Preference; GC §34090
EU-012	Electric Utility / Admin. Services & Fiber Enter.	Inspections	FERC (Federal Energy Regulatory Commission) Inspections	10 years	Life of Facility + 10 years	Life of Facility + 10 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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EU-013	Electric Utility / Admin. Services & Fiber Enter.	Reference	FERC (Federal Energy Regulatory Commission) Licenses and Regulatory Correspondence	P		P	Department Preference; GC §34090
EU-014	Electric Utility / Admin. Services & Fiber Enter.	N/A	Maps: Block, Tract	Superseded		Superseded	Non-records
EU-015	Electric Utility / Admin. Services & Fiber Enter.	Reference	Maps: System (Windmills, etc.)	P		P	Department Preference; GC §34090
EU-016	Electric Utility / Admin. Services & Fiber Enter.	Project Admin	Preliminary Studies / Project Assessments (Not Acquired / Not Constructed)	10 years		10 years	Department Preference; GC §34090
EU-017	City Clerk	Correspondence	Rates (copies)	2 years		2 years	GC §34090.7
EU-018	Electric Utility / Admin. Services & Fiber Enter.	Reference	Research of Significant Historical Value	P		P	Department Preference; GC §34090
EU-019	Electric Utility / Admin. Services & Fiber Enter.	Non-Record	Research: Co-Generation, Geothermal, etc.	None		None	Preliminary drafts not retained in the ordinary course of business; GC §34090
EU-020	City Clerk	Reference	Right of Ways / Easements	P		P	Department Preference; GC §34090.7

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SANTA CLARA, CA.**

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	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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EU-021	Public Works / Engineering	Correspondence	Street Lights / Traffic Signals (copies)	2 years		2 years	GC §34090.7

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SANTA CLARA, CA.**

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	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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<b>CUSTOMER SERVICE &amp; MARKETING</b>							
EU-022	Finance / Accounting	Correspondence	Accounts Receivable Administration (Memoranda regarding Fiber, Pole Contacts, etc.)	2 years		2 years	GC §34090.7
EU-023	Electric Utility / Customer Services & Marketing	Correspondence	Education Programs / Marketing Programs (booths at Art & Wine, Advanced Metering Program, etc.)	2 years		2 years	Department Preference; GC §34090
EU-024	Electric Utility / Customer Services & Marketing	Correspondence	Home Energy Audits	2 years		2 years	GC §34090
EU-025	Electric Utility / Customer Services & Marketing	Correspondence	Large Customer Meetings, Public Relations	2 years		2 years	Department Preference; GC §34090
EU-026	Electric Utility / Customer Services & Marketing	Correspondence	Public Benefit Programs (Residential Rebates, Financial Rate Assistance Aps)	2 years		2 years	Department Preference; GC §34090
EU-027	Lead Dept.	Correspondence	Public Relations / Press Releases	2 years		2 years	Department Preference; GC §34090
EU-028	Electric Utility / Customer Services & Marketing	Subject	Rebate Programs (Commercial Rebates)	5 years		5 years	Department Preference (meets municipal government auditing standards); GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

EU-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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<b>ENERGY DISTRIBUTION</b>							
EU-029	Electric Utility / Energy Distribution	Correspondence	Complaint Tags / Service Tags (Short circuit inquiries, fault current studies, voltage complaints)	2 years		2 years	GC §34090
EU-030	Street & Automotive Services	Temporary Holding	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks	Send to Automotive Services		Send to Automotive Services	GC §34090 et seq.
EU-031	City Clerk	Correspondence	Department Activity Reports / Performance Benchmark Reports / Performance Measurement Reports / Monthly Activity Reports (copies)	2 years		2 years	Send all originals to the City Clerk, who compiles the reports GC §34090.7
EU-032	Lead Dept.	Regulatory Timekeeping	DOT Timecards (Department of Transportation)	10 years		10 years	Department preference (DOT request); GC §34090 et seq.
EU-033	Electric Utility / Energy Distribution	Source	Driver's License Tracking Database	Indefinite		Indefinite	Data is interrelated; GC §34090
EU-034	Electric Utility / Energy Distribution	Correspondence	Emergency On-Call / Sign-up List, Tracking	2 years		2 years	GC §34090
EU-035	Electric Utility / Energy Distribution	Correspondence	Emergency Plans	Superseded + 2 years		Superseded + 2 years	Department Preference; GC §34090
EU-036	Electric Utility / Maint & Ops	Correspondence	Equipment Maintenance History	Life of Equipment + 2 years		Life of Equipment + 2 years	Department Preference; GC §34090
EU-037	Electric Utility / Maint & Ops	Correspondence	Equipment Manuals	Life of Equipment + 2 years		Life of Equipment + 2 years	Department Preference; GC §34090
EU-038	Electric Utility / Energy Distribution	Correspondence	Estimates - Preliminary, In Process, Completed (Redlines) After entry into GIS Preliminary Project Clearance Files	2 years		2 years	Preliminary documents; GC §34090

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SANTA CLARA, CA.**

EU-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
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EU-039	Electric Utility / Energy Distribution	Reference	Insurance Policies (Electric Utility Only) - <b>GENERAL LIABILITY</b>	P		P	Department preference for liability purposes; CCP §337 et seq.; GC §34090
EU-040	Electric Utility / Energy Distribution	Correspondence	Insurance Policies (Electric Utility Only) - <b>PROPERTY, FIRE, THEFT, etc.</b>	Expiration + 2 years		Expiration + 2 years	Department preference; GC §34090
EU-041	Electric Utility / Energy Distribution	Correspondence	Labor Management Minutes	2 years		2 years	GC §34090
EU-042	Fire, Electric Utility / Maint & Ops	Reference	Maintenance History Records (Power Plants, Generators, Transformers, etc.)	P		P	Department Preference; GC §34090
EU-043	Electric Utility / Energy Distribution	Subject	Manifest (EPA Standard)	5 years		5 years	Department preference; GC §34090
EU-044	Electric Utility / Energy Distribution	Source	Meter Databases: Data pulse, Remote Locations, Tampering, Time of Day, etc. (Load Forecasts)	Indefinite		Indefinite	Data is interrelated; GC §34090
EU-045	Electric Utility / Energy Distribution	Safety	MSDS (Material Safety Sheets)	30 years		30 years	Department Preference; GC §34090
EU-046	Electric Utility / Energy Distribution	Subject	Oil Analysis Results (Transformers have PCBs)	5 years once removed from City		5 years once removed from City	Department Preference; PCB records are 3 - 5 years; Used Oil is 3 years; 40 CFR 761.180; 22 CCR 66266.130(c)(5), H&S §25250.18(b)(3), 25250.19(a)(2)(B) et seq.; GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

EU-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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EU-047	Human Resources / Risk Manag.	Citations	OSHA Insurance Certificates, Inspections & Citations, Log 300	5 years		5 years	Per 1904.4 of 29CFR; GC §34090.7
EU-048	Electric Utility / Energy Distribution	Source	Power Outage Report Database	Indefinite		Indefinite	Data is interrelated; GC §34090
EU-049	Electric Utility / Energy Distribution	Correspondence	Power Outage Reports (copies)	2 years		2 years	GC §34090.7
EU-050	Electric Utility / Energy Distribution	Source	SCADA Database (Supervisory Control and Data Acquisition) - Electric	Indefinite		Indefinite	Data is interrelated; system qualifies as a "trusted system"; GC §§34090, 12168.7
EU-051	Electric Utility / Energy Distribution	Inspections	Street Light Repairs	10 years		10 years	Department preference; GC §34090
EU-052	Electric Utility / Energy Distribution	Subject	Substations, Receiving Stations, Switching Stations: <b>Daily Operation Logs &amp; Reports (Control)</b>	5 years		5 years	Department Preference; GC §34090
EU-053	Electric Utility / Energy Distribution	Correspondence	Substations, Receiving Stations, Switching Stations: <b>Equipment Drawings and Maintenance Records</b>	Life of Equipment + 2 years		Life of Equipment + 2 years	Department Preference; GC §34090
EU-054	Electric Utility / Energy Distribution	Reference	Substations, Receiving Stations, Switching Stations: <b>Test Reports, Station Log, Inspection Sheets and Breaker Change Outs</b>	P		P	Department Preference; GC §34090

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SANTA CLARA, CA.**

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EU-055	Electric Utility / Energy Distribution	Subject	Switching Orders	5 years		5 years	Department Preference; GC §34090
EU-056	Electric Utility / Energy Distribution	Reference	Traffic Signal Log Book	P		P	Department Preference; GC §34090
EU-057	Electric Utility / Energy Distribution	Reference	Traffic Signal Repairs	P		P	Department Preference; GC §34090
EU-058	Electric Utility / Energy Distribution	Subject	Tree Trimming	5 years		5 years	Department Preference; GC §34090
EU-059	Electric Utility / Energy Distribution	Reference	Underground & Overhead: Inspections Maps UG & OH	P		P	Department Preference; GC §34090
EU-060	Electric Utility / Energy Distribution	Source	Underground & Overhead: Repair / Maintenance Tags (Database) UG & OH	Indefinite		Indefinite	Department Preference; GC §34090
EU-061	Electric Utility / Energy Distribution	Subject	Underground Service Alerts (USA) Locates: Utility Cuts, etc.	5 years		5 years	Department Preference (the warrantee period for work done is 5 years); GC §34090
EU-062	Electric Utility / Energy Distribution	Correspondence	Utility Standards (Core Process Workshop)	Superseded + 2 years		Superseded + 2 years	Department Preference; GC §34090
EU-063	Lead Dept.	Incident Reports	Vehicle Accidents	2 years		2 years	Send significant accident events to City Attorney.

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EU-064	Finance	Correspondence	Weed Abatement Charges (copies)	2 years		2 years	GC §34090.7
EU-065	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)	Indefinite		Indefinite	Data is interrelated; GC §34090
EU-066	Depart. Providing Service / Work	Subject	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

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SANTA CLARA, CA.**

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<b>HYDRO ENGINEERING PLANTS and SUBSTATIONS (DVR / Pico, Grizzly, etc.)</b>							
EU-067	Electric Utility / Hydro Eng. Plants	Project Admin	Capital Improvement Projects (CIP) / Jobs: <u>Administration File</u> Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
EU-068	Electric Utility / Hydro Eng. Plants	Project	Capital Improvement Projects (CIP) / Jobs: Permanent File Plans, Record Drawings / "As Built", Specifications, Bids/RFPs, Successful Proposal, Change Orders (Work Authorizations), Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
EU-069	Electric Utility / Hydro Eng. Plants	Correspondence	CEMS Data (Continuous Emissions Monitoring System)	Life of the Plant + 2 years		Life of the Plant + 2 years	Department preference; GC §34090 et seq.
EU-070	Lead Dept.	Logs	Confined Space Entries & Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	3 years		3 years	Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2)
EU-071	Electric Utility / Hydro Eng. Plants	Training	Contract Employee Training Files	Separation + 7 years		Separation + 7 years	Department preference; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090

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EU-072	Electric Utility / Hydro Eng. Plants	Correspondence	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks (Forklifts, etc.)	2 years		2 years	GC §34090 et seq.
EU-073	Electric Utility / Hydro Eng. Plants	Correspondence	Equipment Certifications, Inspections, Testing, Base Readings, etc.	Life of Equipment + 2 years		Life of Equipment + 2 years	Department preference; GC §34090 et seq.
EU-074	Electric Utility / Hydro Eng. Plants	Reference	Gas Pipelines, Maintenance, X-rays	P		P	Department Preference; GC §34090
EU-075	Electric Utility / Hydro Eng. Plants	Correspondence	Logs: Visitor Log, Operator Log, Hydro / Substation Logs, Shift Turnovers, etc.	2 years		2 years	GC §34090 et seq.
EU-076	Electric Utility / Hydro Eng. Plants	Report	NPDES Monitoring Reports	5 years		5 years	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
EU-077	Electric Utility / Hydro Eng. Plants	Correspondence	Permits - Various (Pressure Vessels, etc.)	Expiration + 2 years		Expiration + 2 years	Department preference; GC §34090 et seq.
EU-078	Electric Utility / Hydro Eng. Plants	Reference	Plans & Drawings / Records Drawings / "As Built"	Completion + 5 years	P	P	Drafts should be destroyed; GC §34090, 34090
EU-079	Electric Utility / Hydro Eng. Plants	Reference	Projects & Facilities: <b>INFRASTRUCTURE</b> Final Specifications and Plans (Power Plants, Generators, Property Improvements, etc.)	Completion + 2 years	P	P	Statewide guidelines propose 7 years; 2 years for blueprints & specifications; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

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EU-080	Electric Utility / Hydro Eng. Plants	Correspondence	Regulatory Agency Correspondence	Life of the Plant + 2 years		Life of the Plant + 2 years	Department Preference; GC §34090
EU-081	Electric Utility / Hydro Eng. Plants	Subject	Round Sheets (Fire Extinguishers)	5 years		5 years	Department Preference; GC §34090
EU-082	Electric Utility / Hydro Eng. Plants	Correspondence	Self-contained Breathing Apparatus (SCBA)	Expiration of Certificate + 2 years		Expiration of Certificate + 2 years	Certificates are issued for 3-5 years; GC §34090 et. seq.
EU-083	Electric Utility / Hydro Eng. Plants	Subject	Underground Service Alerts (USA) Locates: Utility Cuts, etc.	5 years		5 years	Department Preference (the warrantee period for work done is 5 years); GC §34090

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<b>RESOURCES</b>							
EU-84	Electric Utility / Resources	Project Admin	Capital Improvement Projects (CIP) / Jobs: <u>Administration File</u> Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
EU-085	Electric Utility / Resources	Project	Capital Improvement Projects (CIP) / Jobs: Permanent File Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
EU-086	Electric Utility / Resources	Claim	Claims / Litigation (Specialized for Electric Utility FERC, etc)	Resolution + 5 years		Resolution + 5 years	Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; Statute of Limitations for contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 945, 34090, 34090.6; PC §832.5
EU-087	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling Counterparty Status Report	2 years	8 years	10 years	Department Preference; GC §34090
EU-088	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling Month End Risk Position and VaR Reports	2 years	8 years	10 years	GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

EU-No.	Office of Record  (OFR)	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
EU-089	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling (Check Out Worksheets)	Completion + 3 years	7 years	Completion + 10 years	Department Preference (auditing standards are 5 years); GC §34090
EU-090	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling (Confirmations, Invoices)	3 years	7 years	10 years	Department Preference (auditing standards are 5 years); GC §34090
EU-091	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling (Generation Worksheets)	2 years	8 years	10 years	Department Preference; GC §34090
EU-092	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling (Pathing Sheets)	3 years	7 years	10 years	Department Preference (auditing standards are 5 years); GC §34090
EU-093	Electric Utility / Resources	Power Trading	Power Trading / Power Scheduling (Voice Recordings)	5 years	5 years	10 years	Department Preference (auditing standards are 5 years); GC §34090
EU-094	Electric Utility / Resources	Reference	Properties - Records of Significant Historical Value (Altamont, Benicia, Loyalton)	P		P	Department Preference; GC §34090
EU-095	Electric Utility / Resources	Subject	Regulatory Agency Correspondence	5 years		5 years	Department Preference; GC §34090
EU-096	Electric Utility / Resources	Regulatory Filings	Regulatory Filings (FERC, CEC, NERC, etc.)	7 years		7 years	Department Preference; GC §34090
EU-097	Electric Utility / Resources	Power Trading	Renewables	10 years		10 years	17 CCR 95105
EU-098	Electric Utility / Resources	Subject	Risk Management Meeting Minutes / Risk Oversight Committee Meeting Minutes	5 years		5 years	Department Preference; GC §34090
EU-099	Electric Utility / Resources	Reference	Systems Support: Fiber optics / Communications / Leases	P		P	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: ELECTRIC UTILITY  
SANTA CLARA, CA.**

EU-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
EU-100	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)	Indefinite		Indefinite	Data is interrelated; GC §34090
EU-101	Depart. Providing Service / Work	Subject	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record  (OFR)	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / ACCOUNTING SERVICES</b>							
FIN-001	Finance / Accounting Services	Regulatory Filings	1099's Issued / W-9s	2 years	5 years	7 years	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR 31.6001-1, R&T §19530, GC §34090
FIN-002	Finance / Accounting Services	AP Payments	Accounts Payable / Invoices and Backup "Pinks" and Purchase Card Statements - Originals (Includes Invoices, Travel Expense Reimbursements, Warrant Request, etc.)	2 years	5 years	7 years	Department Preference (meets municipal government auditing standards); Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years; GC §34090
FIN-003	Finance / Accounting Services	Accounts Receivable	Accounts Receivable / Refunds & Credits: Web Credit Card Payment Transfers, A/R Description Listing, Bank Group Setup, Payment Methods Setup, etc.	2 years	5 years	7 years	Department Preference to meet municipal government auditing standards and IRS guidelines for records supporting employee and federal taxes (4 yrs after tax is due or paid); 26 CFR 31.6001-1; GC §34090
FIN-004	Finance / Accounting Services	Accounts Receivable	Accounts Receivable: Rent / Property Management, Damage to Public Property, Invoices to Outside Entities, Transient Occupancy Tax (TOT), BINGO..., etc.	3 years	4 years	7 years	Department Preference; (meets municipal government auditing standards); Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years; GC §34090
FIN-005	Finance / Financial Services	Auditor Reports	Audit Reports / CAFR - Comprehensive Annual Financial Reports  WORKING PAPERS	3 years	4 years	7 years	Department Preference to meet municipal government audit standards; GC §34090
FIN-006	Finance / Financial Services	Reference	Audit Reports / CAFR - Comprehensive Annual Financial Reports and related Audit Opinions	5 years	P	P	Department Preference; GC §34090
FIN-007	Finance / Financial Services	Reference	Audit Reports / Single Audits / Transportation Audits / PERS Audit, et.	5 years	P	P	Department Preference (meets municipal government auditing standards); GC §34090
FIN-008	Finance / Accounting Services	Cashiering Management	Bank and Trustee Statements, Outstanding Check Lists, Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	2 years	3 years	5 years	Department Preference; Published articles show 3 - 4 years; GC §34090, 26 CFR 31.6001-1
FIN-009	Finance / Accounting Services	Cashiering Management	Checks / Warrants (Cashed)	2 years	3 years	5 years	Department Preference; meets municipal government auditing standards; GC §34090, CCP § 337
FIN-010	Finance / Accounting Services	Reference	Conversion of FMIS Data (Legacy Financial Application)	5 years	P	P	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
FIN-011	Finance / Accounting Services	Cashiering Management	Escheat (Unclaimed money / uncashed checks)	2 years	3 years	5 years	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; Meets auditing requirements; CCP §§340(4), 1519; GC §34090
FIN-012	Finance / Accounting Services	Source	Financial Systems Databases <b>PEOPLESOFT/HARRIS</b>	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090
FIN-013	Finance / Accounting Services	Auditor Reports	Fixed Assets - Annual Listing (Source Documents)	7 years		7 years	Includes permanent assets (for compliance with GASB 34); GC §34090
FIN-014	Finance / Accounting Services	General Ledger	General Ledger: Final year-end AND Chart of Accounts / Organization Structure (Print out when Rollover is Done)	5 years	5 years	10 years	Published articles show 3 -10 years; GC §34090
FIN-015	Finance / Accounting Services	General Ledger	Journal Entries / Journal Vouchers / Budget Transfers  Includes Supporting Documentation	3 years	7 years	10 years	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; statewide guidelines propose Audit + 5 years; GC §34090, CCP § 337
FIN-016	Finance / Accounting Services	Report	Metaviewer Reports	5 years		5 years	Department preference; statewide guidelines propose 2 years; GC §34090
FIN-017	Finance / Accounting Services	Auditor Reports	Reports, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Proof & Merge Reports, Labor Distribution, etc. <b>(MONTHLY OR PERIODIC)</b>  Does NOT include year-end General Ledger, or those in the Metaviewer database.	7 years		7 years	Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; statewide guidelines propose 2 years; GC §34090
FIN-018	Finance / Accounting Services	Report	Reports: Annual State or Federal:  State Controller's Report, Street Report, etc.	5 years		5 years	Department Preference; Meets auditing standards; GC §34090
FIN-019	Finance / Accounting Services	Subject	Special Assessments: Engineers Report & Correspondence, Audit Records, Treasurer Records	2 years	3 years	5 years	Department Preference; (meets municipal government auditing standards); Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record  (OFR)	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / ACCOUNTING SERVICES / PAYROLL</b>							
FIN-020	Finance / Accounting Services / Payroll	Subject	Checks / Warrants - Cancelled - Payroll Only	2 years	3 years	5 years	Department Preference; Published articles show 3 - 4 years; GC §34090, 26 CFR 31.6001-1
FIN-021	Finance / Accounting Services / Payroll	Regulatory Filings	DE-6 & 941 Forms - Quarterly Payroll Tax Returns / OASDI	2 years	5 years	7 years	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29 CFR 516.5 - 516.6, 29 USC 436, GC §34090
FIN-022	Finance / Accounting Services / Payroll	Auditor Reports	Deduction Files (Deferred Compensation, PERS, etc.	7 years		7 years	Department Preference; Preliminary documents used to facilitate Payroll deductions; GC §34090 et seq.
FIN-023	Finance / Accounting Services / Payroll	Auditor Reports	Deferred Compensation (City Statements)	2 years	5 years	7 years	Produced by Deferred Comp. Provider; consistent with proposed statewide guidelines; published articles for bank statements show 4 -7 years; GC §304090, 26 CFR 16001.1
FIN-024	Human Resources	Temporary Holding	Payroll Employee File	Separation + 2 years		Send to Human Resources	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 - 10 years; 26 CFR 31.6001-1, R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090
FIN-025	Finance / Accounting Services / Payroll	Temporary Holding	Payroll Employee File	2 years	3 years	Send to Human Resources	Department preference; PERS Buy-backs are reconstructed through Human Resources; Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; 26 CFR 31.6001-1, R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090
FIN-026	Finance / Accounting Services / Payroll	Auditor Reports	PERS Statements	2 years	5 years	7 years	Department Preference; GC §34090
FIN-027	Finance / Accounting Services / Payroll	Routine	Salary Schedules	4 years		4 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
FIN-028	Finance / Accounting Services / Payroll	Regulatory Timekeeping	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards - Hardcopies	2 years	8 years	10 years	Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 - 10 years; 26 CFR 31.6001-1, R&T §19530; LC § 1174(d); GC §34090
FIN-029	Finance / Accounting Services / Payroll	Source	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards - Peoplesoft (electronically)	Indefinite		Indefinite	Department Preference; GC §34090
FIN-030	Finance / Accounting Services / Payroll	Reference	W-2's	2 years	P	P	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; 26 CFR 31.6001-1, R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / BUDGET &amp; TREASURY</b>							
FIN-031	Finance / Budget & Treasury & City Clerk	Bonds Debt / Interest	Bond Official Statements / Certificates of Participations (COPs) See Bank Statements for statement retention.	Cancellation, Redemption or Maturity	10 years	Cancellation, Redemption or Maturity + 10 years	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq.
FIN-032	City Clerk	Correspondence	Budgets - Adopted / Final copies	2 years		2 years	Copies; GC §34090.7
FIN-033	Finance / Budget & Treasury	Subject	Budgets - Preliminary, Backup Documents, Working Papers	2 years	3 years	5 years	Department Preference; GC §34090
FIN-034	Finance / Budget & Treasury	Reference	Compliance Reports (Arbitrage Audits, etc.)	5 years	P	P	Department Preference; GC §34090
FIN-035	City Clerk	Correspondence	Financial Status Reports (to Council) copies	2 years		2 years	Copies; GC §34090.7
FIN-036	Finance / Budget & Treasury	Agreements	Ground Lease Tracking	Completion + 5 years		Completion + 5 years	Department preference; GC §34090
FIN-037	Finance / Budget & Treasury	Reference	Insurance Policies for Electric Utility Plants (Alliant)	5 years	P	P	Department preference for liability purposes; CCP §337 et seq.; GC §34090
FIN-038	Finance / Budget & Treasury	Reference	Insurance (Self-Insurance)	P		P	Department preference; GC §34090
FIN-039	Finance / Budget & Treasury	Bonds Debt / Interest	Investments / Arbitrage / Bonds (Receipts / Advisor Reports and Statements / Trade Tickets / LAIF (Local Agency Investment Fund)	Maturity	10 years	Maturity + 10 years	Department Preference; Meets auditing standards; Published articles show disposal + 7 years for security brokerage slips; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
FIN-040	Finance / Budget & Treasury	Regulatory Filings	Statement of Indebtedness / Annual Report to State / State Controllers Report	7 years		7 years	Department preference; GC §34090
FIN-041	Finance / Budget & Treasury	Subject	User Fee Studies/ Cost Allocation Plan / Right-of-Way Studies	5 years		5 years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / MUNICIPAL SERVICES / CASHIERING &amp; CONTACT CENTER</b>							
FIN-042	Finance / Municipal Services / Cashiering	Cashiering Management	Cashiering Management: Applications for Credit Cards, Applications of CC Change, PAP Applications or changes, PC Charges, Daily Balancing Worksheets, Transit-log Report / CRC Worksheet, HB Electronic Hardcopy, VR/WEB POS Sales Reports / Excel Worksheets, Auto Credit Card Receipts, Armored Truck Manifests Log Books	2 years	3 years	5 years	Department Preference to meet municipal government auditing standards and IRS guidelines for records supporting employee and federal taxes (4 yrs after tax is due or paid); 26 CFR 31.6001-1; GC §34090
FIN-043	Finance / Municipal Services / Cashiering	Correspondence	Stubs with Change Requests and Incoming White Mail/Written Requests (when payment is submitted)	Final Audit + 2 years		Final Audit + 2 years	Preliminary Documents; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / MUNICIPAL SERVICES / TAX &amp; LICENSE</b>							
FIN-044	Finance / Municipal Services / Tax & License	Business Taxes	Business License Applications, Registrations and Renewals, Affidavit of Business License	2 years	3 years	5 years	Meets auditing standards; GC §34090 et seq.
FIN-045	Finance / Municipal Services / Tax & License	Logs	Business License Citation Logs	3 years		3 years	Department preference; GC §34090
FIN-046	Finance / Municipal Services / Tax & License	Source	H.D.L. Business License Files	Indefinite		Indefinite	Department preference; GC §34090
FIN-047	Finance / Municipal Services / Tax & License	Non-Record	Reports, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Proof & Merge Reports, etc. <b>(MONTHLY OR PERIODIC)</b>	None		None	Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; statewide guidelines propose 2 years; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / MUNICIPAL SERVICES / UTILITY BILLING</b>							
FIN-048	Finance / Municipal Services / Utility Billing	Non-Record	Accounts Receivable - Utility Accounts Receivable: A/R Aging, Account Deposits, Archived G/L Postings, Trial Balance, Credit Balance Detail Report, Credit Balance Summary, G/L Posting Accounts, Trial Balance by Detail, A/R Aging	None		None	Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; statewide guidelines propose 2 years; GC §34090
FIN-049	Finance / Municipal Services / Utility Billing	Collections	Bankruptcies	7 years		7 years	Department Preference to meet municipal government auditing standards; GC §34090
FIN-050	Finance / Municipal Services / Utility Billing	Collections	Collection Agency Assignments / List of Unpaid Accounts Debt Collection Listing, Debt Collector Payments, Return Payments	7 years		7 years	Department Preference; Negative credit information remains on credit reports for 7 - 10 years; Meets auditing standards; City does not Lien property (Liens are good for 10 years from recording date, and may be extended by re-recording lien); WC 36729; GC §34090
FIN-051	Finance / Municipal Services / Utility Billing	Agreements	CSA Agreements	Completion + 5 years		Completion + 5 years	Department preference; GC §34090
FIN-052	Finance / Municipal Services / Utility Billing	Subject	Medical Rate Assistance Applications	5 years		5 years	Department preference (meets auditing standards); GC §34090
FIN-053	Finance / Municipal Services / Utility Billing	Report	Metaviewer Reports - Utility Billing Only/Meter Reading Meter Reading Verification, MVRS Code / Messages Report, Cycle/Rout/Walk Verify Lists, Demand History Report, Electric Meter Adjustment Listing, Electric Meter Listing, Electric Reading History	5 years		5 years	Department preference; statewide guidelines propose 2 years; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record  (OFR)	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
FIN-054	Finance / Municipal Services / Utility Billing	Source	Municipal Services <b>Database</b> (Itron)	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090
FIN-055	Water Utility	Correspondence	Portable Water Permits (copies)	2 years		2 years	GC §34090.7
FIN-056	City Clerk	Correspondence	Rates Electric Rates Listing, Fault Rates Listing, Sewage Exempt & Discount List, Sewage Rates, Water Rates Listing (copies)	2 years		2 years	GC §34090.7
FIN-057	Finance / Municipal Services / Utility Billing	Agreements	Refuse Agreements On Call Bin Contracts, Long Term and Temp Bind Contracts, Temporary Cart Change Authorization Forms	Completion + 5 years		Completion + 5 years	Department preference; GC §34090
FIN-058	Finance / Municipal Services / Utility Billing	Non-Record	Reports, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Proof & Merge Reports, etc. ( <b>MONTHLY OR PERIODIC</b> )  Does NOT include those in the Metaviewer database.	None		None	Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; statewide guidelines propose 2 years; GC §34090
FIN-059	Depart. Providing Service / Work	Correspondence	Service Orders (copies)	2 years		2 years	GC §34090.7

**RECORDS RETENTION SCHEDULE: FINANCE  
SANTA CLARA, CA.**

FIN-No.	Office of Record  (OFR)	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>FINANCE / PURCHASING</b>							
FIN-060	Finance / Purchasing	Subject	Purchase Orders / Requisitions / Successful Bids	3 years	2 years	5 years	Department Preference (Professional Services always have a contract, therefore Errors & Omissions are not applicable); Statewide guidelines propose completion + 5 years for non-capital improvement contracts & completion + 4 years for transportation and concessionaire agreements. Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337.337.1(a), 337.15, 343; GC §34090
FIN-061	Finance / Purchasing	Correspondence	Purchasing - Bidder / Vendor List (Companies that want to receive RFPs / RFQs)	2 years		2 years	Transitory Record used to mail out requests; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

FR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>							
<b>ADMINISTRATIVE SERVICES</b>							
FR-001	Fire / Admin.	Reference	Annual Reports / Fire Incident Statistics	P		P	Retained for historical and administrative value; GC §34090
FR-002	Building	Reference	Building Plans for Each Fire Station copies	P		P	Department preference; GC §34090.7
FR-003	Fire / Admin.	Regulatory Filings	Department of Homeland Security (DHS)/FEMA Reimbursements	7 years		7 years	Department preference to allow for FEMA audits (up to 6 years & 3 months from the date of the final inspection report); Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; (Also See Grants on City-wide); GC §34090 et seq.
FR-004	Fire / Admin.	Correspondence	Emergency Plans / Disaster Preparedness Manuals, etc.	Superseded + 2 years		Superseded + 2 years	Department Preference; GC §34090 et seq.
FR-005	Fire / Admin.	Reference	Fire Chief Directives	P		P	Department preference; GC §34090
FR-006	Fire / Admin.	Report	ISO Insurance Ratings (Insurance Services Office)	Superseded + 5 years		Superseded + 5 years	Department Preference (rated every 10 years); GC §34090
FR-007	Fire / Lead Division	Report	Monthly Division Reports	5 years		5 years	GC §34090 et seq.
FR-008	City Clerk	Correspondence	Monthly Run Reports / Department Activity Reports copies	2 years		2 years	Preliminary draft / copy; GC §34090 et seq.
FR-009	City Clerk	Correspondence	Mutual Aid Agreements, Joint Power Authorities	2 years		2 years	Originals Maintained by City Clerk Permanently; GC §34090.7
FR-010	Fire / Admin.	Correspondence	Release of Liability Forms	2 years		2 years	Ride-a-long/Observer Applications HEAT Program Participants; GC §34090 et seq.
FR-011	Fire / Admin.	Incident Reports	Request for Incident Report Form	2 Years		2 Years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

FR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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<b>FIRE PREVENTION</b>							
FR-012	Fire / Fire Prevention	California Unified Program Agency	Above ground storage tank program	5 years		P	Department preference; GC §34090
FR-013	Fire / Fire Prevention & Operations / Suppression (Stations)	Inspections	Annual Fire Life & Safety Inspections: <b>Notice of Violations / Citations</b>	10 years		10 years	Department Preference; California Fire Code requires 5 years; Allows the removal and purging of these records in the event the address file is too large; CFC §104.3.2, §104.3.4, GC §34090
FR-014	Finance / Municipal Services / Tax & License	Inspections	Annual Fire Life & Safety Inspections: <b>Business Inspections (Maps, Photos &amp; Plans)</b>	Life of Building + 10 years		Life of Building + 10 years	California Fire Code requires 5 years; Allows the removal and purging of these records in the event the address file is too large; CFC §104.3.2, §104.3.4, GC §34090
FR-015	Fire / Fire Prevention	Correspondence	Fire Code Permits / Special Event Permits (assembly permits, candle permits, fireworks permits tent permits, fire hydrant use, open flame, etc.)	Expiration + 2 years		Expiration + 2 years	GC §34090 et seq.
FR-016	Fire / Fire Prevention	Reference	Fire Incident Reports - <b>Capital Crimes (Arson, etc)</b>	P		P	Department Preference (no statute of limitations on these incidents/crimes); California Fire Code requires 3 years; CFC §104.3.2, §104.3.4, GC §34090
FR-017	Fire / Fire Prevention	Report	Fire Incident Reports - <b>Other than Capital Crimes</b>	Life of Building + 5 years		Life of Building + 5 years	California Fire Code requires 3 years; CFC §104.3.2, §104.3.4, GC §34090
FR-018	Fire / Fire Prevention	Reference	Fire Lane Program	P		P	Department preference; GC §34090 et seq.
FR-019	Fire / Fire Prevention	Correspondence	Fire Marshal Approvals	Completion + 2 years		Completion + 2 years	Department preference; GC §34090 et seq.
FR-020	Fire / Admin.	Source	Fire Prevention Database (HdL)	Indefinite		Indefinite	Data is interrelated; GC §34090 et seq.
FR-021	Fire / Fire Prevention	Reference	Fire Prevention Permits	P		P	Department preference; GC §34090 et seq.
FR-022	Fire / Fire Prevention	Source	Inspection <b>Database</b>	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090
FR-023	Fire / Fire Prevention	Reference	Investigation Reports - <b>Capital Crimes &amp; Suspected Capital Crimes (Arson, etc)</b>	P		P	Department Preference (no statute of limitations on these incidents/crimes); California Fire Code requires 3 years; CFC §104.3.2, §104.3.4, GC §34090

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

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FR-024	Fire / Fire Prevention	Report	Investigation Reports - <b>Criminal &amp; Citations (Administrative, Infraction, or Misdemeanor), Service Requests</b>	5 years		5 years	Department Preference; California Fire Code requires 3 years; CFC §104.3.2, §104.3.4, GC §34090
FR-025	Fire / Fire Prevention	Report	Investigation Reports - <b>Industrial Accidents</b> (in Private Businesses)	5 years		5 years	Department Preference; California Fire Code requires 3 years; CFC §104.3.2, §104.3.4, GC §34090
FR-026	Fire / Fire Prevention	Subject	Knox Box Program (Copy of Application, Site Map, Original Hold Harmless Agreement and Inventory Update Forms)	Life of Building + 5 years		Life of Building + 5 years	Preliminary Drafts or Copies (Knox Box has the original Applications); GC §34090 et seq.
FR-027	Fire / Fire Prevention	Correspondence	Programs and Projects (e.g. Fire Service Day, EMS, etc.)	2 years		2 years	Department Preference; GC § 34090 et seq.
FR-028	Fire / Fire Prevention	Correspondence	Public Information / Education (when produced internally)	2 years		2 years	Department Preference; GC §34090
FR-029	Lead Dept.	Correspondence	Vehicle Log / Daily Safety Checks / Daily Work Reports / Vehicle Inspections / Daily Equipment Checks	2 years		2 years	GC §34090
FR-030	Fire / Fire Prevention OR Electric Utility	Subject	Weed Abatement / Complaints	5 years		5 years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

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<b>HAZARDOUS MATERIALS</b>							
FR-031	Fire / Hazardous Materials	California Unified Program Agency	Above ground storage tank program	5 years		P	Department preference; GC §34090
FR-032	Fire / Hazardous Materials	Citations	Administrative Enforcement Orders & Citations	5 years		5 years	Department Preference; GC §34090 et seq.
FR-033	Fire / Hazardous Materials	California Unified Program Agency	Cal-Arp Risk Plans	5 years	P	P	Department Preference; GC §34090 et seq.
FR-034	Fire / Hazardous Materials	Regulatory Correspondence	Correspondence with Regulatory Agencies	25 years		25 years	Department Preference; GC §34090
FR-035	Fire / Hazardous Materials	Reference	CUPA Audits	10 years	P	P	Department Preference; GC §34090 et seq.
FR-036	Fire / Hazardous Materials	Regulatory Filings	CUPA Self-Audit, State Summary Report (CUPA - Certified Unified Program Agencies)	7 years		7 years	Department Preference (5 years is required); GC §§34090, 60201 et seq.; 27 CCR 15188(a), 15280(a)(2)
FR-037	Fire / Hazardous Materials	California Unified Program Agency	Financial Assurance Records	5 years	P	P	Department Preference (5 years meets municipal government auditing standards); GC §34090
FR-038	Fire / Hazardous Materials	Report	Groundwater Remediation / Quarterly Groundwater Reports	Remediation Complete + 5 years		Remediation Complete + 5 years	Department Preference; GC §34090 et seq.
FR-039	Fire / Hazardous Materials	California Unified Program Agency	Hazardous Material Business Plans (HMBPs and SPCC)	5 years	P	P	Department Preference; GC §34090 et seq.
FR-040	Fire / Hazardous Materials	California Unified Program Agency	Hazardous Waste Inspections	9 years	P	P	Department Preference; GC §34090 et seq.
FR-041	Fire / Hazardous Materials	Regulatory Filings	Quarterly State Surcharge Records (SB14)	7 years		7 years	Department Preference (5 years meets municipal government auditing standards); GC §34090
FR-042	Fire / Hazardous Materials	California Unified Program Agency	Tiered Permitting / Permitted Industrial User Files - ALL Classes and Types of Businesses	Close of Business + 5 years	P	P	Department preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 40 CFR 792.195

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SANTA CLARA, CA.**

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FR-043	Fire / Hazardous Materials	California Unified Program Agency	Underground Storage Tank & Annual Inspections & Permits (excluding monitoring certificates)	5 years	P	P	Department Preference; GC §34090 et seq.

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SANTA CLARA, CA.**

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<b>OPERATIONS / EMERGENCY MEDICAL SERVICES</b>							
FR-044	Fire / Operations / EMS	Personnel	Continuous Quality Improvement (CQI) / Quality Assurance	P		P	Statute of Limitations for health providers is 3 years; 13 CCR 1100.7, UFC §104.3.2, §104.3.4, GC §34090
FR-045	Fire / EMS	Subject	Controlled Drug Logs Narcotic Usage Cards	5 years		5 years	Department Preference - Controlled substances are required for 2 years after inventory or transaction; 21 CFR §1304.04, 1310.04
FR-046	Fire / Operations / EMS	Correspondence	Defibrillator Equipment and Maintenance	Life of the Equipment + 2 years		Life of the Equipment + 2 years	Department preference; GC §34090
FR-047	Fire / Operations / EMS	EMS Complaints	EMS Complaints	P		P	Department preference; GC §34090
FR-048	Fire / Operations / EMS	Regulatory Filings	HIPAA Policies and Procedures (Health Insurance Portability and Accountability Act)	Superseded + 7 years		Superseded + 7 years	24 CFR 164.530(j)
FR-049	Fire / Operations / EMS	Report	Monthly Statistical Report / Run Statistics	Life of the Contract + 5 years		Life of the Contract + 5 years	Required by the Contract with ALS; GC §34090 et seq.
FR-050	Fire / Operations / EMS	Medical Coordination	Prehospital Care Reports / PCR's / Paramedic Release Forms (EMS transportation): <b>ALL</b> (medical and non-medical.)  Includes Paramedic Release Forms, AMAs / Refusal of Service, First Responder Worksheets, PCR QI / QA Peer Review Forms, EKG Strips, etc.	3 years	17 years	20 years	Department Preference; 10 years is recommended by AHIMA for "healthcare providers"; California Healthcare Association recommends Acute Care Facilities retain adult records for ten years following discharge; Juvenile records are required until patient becomes 18 years old; law requires 7 years for clinics, health facilities, hospitals, adult day health care centers, and in-home skilled nursing services, and is actually based upon "if the licensee ceases operations"; Statute of Limitations for health providers is 3 years; Federal law requires 3 years, statewide guidelines propose 3 years; HIPAA provides privacy regulations for patient's health records; 13 CFR 1100.7, CCP §340.5, GC §34090; H&S §123145

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

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<b>OPERATIONS / SUPPRESSION (STATIONS)</b>							
FR-051	Fire / Fire Prevention & Operations / Suppression (Stations)	Inspections	Annual Fire Life & Safety Inspections: <b>Notice of Violations / Citations</b>	10 years		10 years	Department Preference; California Fire Code requires 5 years; Allows the removal and purging of these records in the event the address file is too large; CFC §104.3.2, §104.3.4, GC §34090
FR-052	Fire / Operations / Suppression	Correspondence	Apparatus Pumper Test Data (FS170), Annual Ladder Certification, Air Compressor Quality Compliance Certification & Equipment Records & Testing	Disposal of equipment + 2 years		Disposal of equipment + 2 years	Department Preference; Statute of Limitations for Health Providers is 3 years; OSHA requires 1 year; State requires 2 years; Statewide guidelines propose 2 years; 8 Cal Code Reg. §3203(b)(1), CCP §340.5, GC §34090
FR-053	Fire / Operations / Suppression	Logs	Daily Equipment Check-off Sheet (FS150) / Daily Check-off Sheet (FS102) / Generator Test (FS152) Jobs of the month - Engine Co. (FS105)/Advanced Life Support Check-off Basic Life Support Check-off	3 years		3 years	GC §34090
FR-054	Fire / Operations / Suppression	Correspondence	DMV Pull Notices (Fire Employees Only)	When Superseded + 2 years		When Superseded + 2 years	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
FR-055	Fire / Operations / Suppression	Source	Fire Incident RMS Database (Includes Incidents and Inspections)	Indefinite		Indefinite	Data is interrelated; GC §34090 et seq.
FR-056	Fire / Operations / Suppression	Reference	Station Log Books	7 years	P	P	Department Preference; Retained for historical and administrative value; GC §34090. Secretary of State recommends all Fire Journals (activities, personnel, engine company) be kept for 3 years.

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

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<b>OPERATIONS / TRAINING</b>							
FR-057	Fire / Operations / Training	Subject	Citizen's Emergency Response Training / Neighborhood Training Course Records, Roster, etc.	5 years		5 years	Department Preference; GC §34090
FR-058	Fire / Operations / Training	Correspondence	Fire Station Requests (Tours, Visits, etc.)	2 years		2 years	GC §34090
FR-059	Fire / Operations / Training	Source	Monthly Activity Reports (Training Database)	Indefinite		Indefinite	Department preference; GC §34090
FR-060	Fire / Operations / Training	Routine	Physical Ability Evaluation Worksheets	Until Separation + 4 years		Until Separation + 4 years	Department preference; GC §34090
FR-061	Fire / Operations / Training	Training	Safety Team Minutes	2 years	5 years	7 years	Department Preference; California Labor Department maintains their records for 7 years; OSHA requires 5 years for safety records; State law requires 2 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 8 CCR 14300.33(a); 29 CFR 1627.3(b)(ii), 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429(c), GC §§12946, 34090, 53235.2(b)
FR-062	Fire / Operations / Training	Medical Clearance	SCBA (Self-Contained Breathing Apparatus) & Respiratory Fit Tests for Breathing Apparatus	Separation + 30 years		Separation + 30 years	Department Preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 15400.2; GC §§12946, 34090

**RECORDS RETENTION SCHEDULE - FIRE  
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FR-063	Fire / Operations / Training	Training	Training - ALL <u>COURSE RECORDS</u>  (Attendance Rosters, Outlines and Materials; includes Safety training)	2 years	5 years	7 years	Department Preference; California Labor Department maintains their records for 7 years; OSHA requires 5 years for safety records; State law requires 2 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 8 CCR 14300.33(a); 29 CFR 1627.3(b)(ii), 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429(c), GC §§12946, 34090, 53235.2(b)
FR-064	Fire / Operations / Training	Training	Training - ALL <u>EMPLOYEE FILES</u>  (Including Certifications)	Separation + 2 years	5 years	Separation + 7 years	Department Preference; California Labor Department maintains their records for 7 years; OSHA requires 5 years for safety records; State law requires 2 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 8 CCR 14300.33(a); 29 CFR 1627.3(b)(ii), 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429(c), GC §§12946, 34090, 53235.2(b)
FR-065	Fire / Operations / Training	Source	Training Database (Employees and Volunteers)	Indefinite		Indefinite	Data is interrelated; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE - FIRE  
SANTA CLARA, CA.**

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<b>OPERATIONS / VOLUNTEER RESERVE</b>							
FR-066	Fire / Lead Division	Volunteer	Volunteer / Unpaid Intern Applications & Agreements - <b>Successful</b>	Inactive / Separation + 5 years		Inactive / Separation + 5 years	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
FR-067	Fire / Lead Division	Volunteer	Volunteer / Unpaid Intern Applications & Agreements - <b>Unsuccessful</b> or Pending Applicants	5 years		5 years	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
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<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>HUMAN RESOURCES</b>							
HR-001	Human Resources	Report	Applicant Tracking Database (Recruitment Activity Reports and Requisition Status Reports)	5 years		5 years	Department preference; GC §34090
HR-002	Human Resources	Recruitment Background	<b>Background Packets - Employees (hired)</b>	3 years	P	P	Department preference (the personnel files are maintained Permanently); EEOC / FLSA / ADEA (Age) requires 1-3 years for selection records; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040(7.( c)), GC §§12946, 34090
HR-003	Human Resources	Logs	<b>Background Packets - Unsuccessful Candidates (not hired)</b>	3 years		3 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years for selection records; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040(7.( c)), GC §§12946, 34090
HR-004	Human Resources	Non-Record	Benefit Brochures & Forms Brochures for: CalPERS Retirement Benefit, CalPERS Health Insurance, Delta Dental, Life Insurance, Employee Assistance Program, Deferred Compensation, Flexible Spending Account, State Disability Insurance & Paid Family Leave.	None		None	Non-records
HR-005	Human Resources	Subject	Benefit Plan Documents (Dental, Life, Long Term Disability, Flexible Spending Accounts, etc)	Duration of the Contract + 5 years		Duration of the Contract + 5 years	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 3409

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

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HR-006	Human Resources	EEO Cases	Board of Review Packets	3 years		3 years	Department preference; GC §34090
HR-007	Human Resources	Reference	City Dental Booklet	5 years	P	P	Meets auditing standards; GC §34090
HR-008	Human Resources	Correspondence	City Dental Plan Agenda & Packets	2 years		2 years	GC §34090
HR-009	Human Resources	Subject	City Dental Plan Claim Forms	5 years		5 years	Meets auditing standards; GC §34090
HR-010	Human Resources	Correspondence	City Dental Plan Employee Memos	2 years		2 years	GC §34090
HR-011	Human Resources	Minutes	City Dental Plan Meeting Minutes	P		P	Department preference; GC §34090
HR-012	Human Resources	Reference	Civil Service Commission Agenda Packets	P		P	Department preference; GC §34090
HR-013	Human Resources	Minutes	Civil Service Commission Minutes	P		P	Department preference; GC §34090
HR-014	City Clerk	Reference	Civil Service Rules & Regulations copies	P		P	Department preference; GC §34090
HR-15	Human Resources	Subject	Classification / Reorganization Studies (for employee classifications and department structures)	5 years		5 years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
HR-016	Human Resources	Correspondence	Compensation Surveys & Studies Not Related to Labor Relations (conducted on behalf of the City)	2 years		2 years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
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HR-017	Human Resources	EEO Cases	Department of Fair Employment & Housing/Equal Employment Opportunity Commission (DFEH or EEOC) Claims	Final Disposition + 3 years		Final Disposition + 3 years	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 7287.0; GC §§12946, 34090
HR-018	Human Resources	Correspondence	DMV Pull Notices / Printouts (Excludes Fire & Police - Pre-employment & Pull Notice Only)	2 years		2 years	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
HR-019	Human Resources	Subject	DOT Drug & Alcohol Program / Test Results & Supporting Test Documentation (All - Positives and Negatives)	2 years	3 years	5 years	D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq.
HR-020	Human Resources	EEO Cases	EEO-4 Reports and records required to generate EEO-4 report (Self-Identification Form, etc.)	3 years		3 years	29 CFR 1602.30
HR-021	Human Resources	EEO Cases	EEO Investigations and Claims	Final Disposition + 3 years		Final Disposition + 3 years	Department preference; GC §34090
HR-022	Human Resources	Subject	Employee Suggestion Program Excel log, original suggestion form, copy of memo to referred Department(s), and Memo to City Manager's Office.	5 years		5 years	Department preference; GC §34090
HR-023	Human Resources	EEO Cases	Grievances and Informal Complaints (all) and Investigations	Separation + 3 years		Separation + 3 years	Department preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
HR-024	Human Resources	Training	Harassment Prevention Training (materials/Sign-in Sheets)	7 years		7 years	2 CCR 7288.0
HR-025	Human Resources	Logs	Hepatitis B Vaccinations	3 years		3 years	Department preference (required of selected employees every 2 years; GC §34090
HR-026	Human Resources	Source	Human Resources Database (PeopleSoft)	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090
HR-027	Human Resources	Logs	I-9's	Employee Separation + 3 years		Employee Separation + 3 years	Non-citizens must re-certify periodically; RICA recommends 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 29 CFR 1627.3(b)(i), GC §§12946, 34090
HR-028	Human Resources	Source	Identification Badge Database	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090
HR-029	Human Resources	Recruitment	Job Specifications / Job Analysis / Classification Specifications	P		P	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(2), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; 29 USC 1113
HR-030	Human Resources	Labor Relations	Labor Relations Files, All Related Compensation Data  (Negotiation Notes, Correspondence, Interpretation of MOU Provisions, Documentation, etc.)	P		P	Department Preference; GC §34090
HR-031	Human Resources	Labor Relations	Labor Relations: <b>Benefit Administration</b>  (Includes contract amendment, actuarial reports, service credit reports, annual employee listing, correspondence, etc.)	P		P	Department Preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
HR-032	Human Resources	Labor Relations	Labor Relations: <b>Benefit Plan Documents</b> (CalPERS, etc.)	P		P	Department preference; EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 3409
HR-033	Human Resources	Subject	LiveScan Responses or Logs (CORI Responses) for <b>Employees</b>	Separation + 5 years		Separation + 5 years	Department Preference to cover the possible length of employment of any employee or volunteer (DOJ allows retention for legitimate business needs); must be maintained in a secure and confidential file; DOJ Information Bulletin No. 02-17-BCII; § 34090 et seq.
HR-034	Human Resources	Non-Record	LiveScan Responses or Logs (CORI Responses) for <b>Unsuccessful Candidates</b>	None		None	Department Preference (preliminary records not retained in the ordinary course of business; § 34090 et seq.
HR-035	Human Resources	Correspondence	Monthly Reports / <b>As-Needed Increment Raises, AFSCME (Memoranda)</b>	2 years		2 years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
HR-036	Human Resources	Non-Record	Monthly Reports / <b>Post-PeopleSoft Implementation</b> Monthly Change of Status Report, Vacancy Report, Employee Activity Report, AFSCME Memo, and Interdepartmental Changes Memo	None		None	Preliminary drafts / transitory records (the database is the original); GC §34090, GC §6252
HR-037	Human Resources	Correspondence	Non-Qualified Leave Audit Bi-weekly report ran in PeopleSoft with handwritten notes regarding how much sick and vacation accruals to deduct from employees who do not meet the requirement to earn their accrual(s).	2 years		2 years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
HR-038	Human Resources	Correspondence	Outside Employment (Logs, Correspondence, Reports)	2 years		2 years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
HR-039	Human Resources	Personnel	Personnel Files - <b>Benefits</b> File	Separation + 2 years	P	P	Department preference; GC §§12946, 34090
HR-040	Human Resources	Personnel	Personnel Files - <b>Employees (Regular, As-Needed and Public Safety Volunteers)</b>  Including exit interview records	Separation + 2 years	P	P	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(2), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; 29 USC 1113
HR-041	Human Resources	Personnel	Personnel Files - <b>Medical</b> File	Separation + 2 years	P	P	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
HR-042	Human Resources	Logs	Recruitment and Testing File (Except As-Needed Employees)  (Includes Advertisements, Job Brochures, Test Data, Applications, Testing Analysis & statistical Metric, Rating Sheets, Scantrons, Rater's Profile & Confidentiality Agreement, Eligible Lists, Correspondence, etc.)	3 years		3 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR §1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040(7.(c)), GC §§12946, 34090
HR-043	Human Resources	Logs	Recruitment Number List (Primarily a log of the recruitment numbers)	3 years		3 years	Department preference; GC §34090
HR-044	Finance / Admin. Services	Claim	Retiree Medical Reimbursement Claims	5 years		5 years	Department preference; GC §34090
HR-045	Human Resources	Subject	Retiree Medical Reimbursement Program  (Applications and Spreadsheets)	2 years	3 years	5 years	Department preference; GC §34090
HR-046	Human Resources	Correspondence	Studies & Surveys Conducted on Behalf of the City (Sick Leave, Attrition, Benefits, etc.) Excludes classification and reorganization studies	2 years		2 years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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	(OFR)						
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
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HR-047	Human Resources	Report	Time & Labor Adjustment Record Excel Workbook and paper logs that list all timesheet adjustments made by Human Resources per pay period during the auditing process.	5 years		5 years	Meets auditing standards; GC §34090
HR-048	Human Resources	Source	Training Database	Indefinite		Indefinite	Data is interrelated; GC §34090
HR-049	Human Resources	Claim	Unemployment Insurance Claims and Appeals DE 1101 Claim Forms, DE 4601 forms, Notices of Determination / Ruling, CUIAB Appeals, CUIAB Decision, petitions, Correspondence, etc.	Final Disposition + 5 years		Final Disposition + 5 years	Department preference (meets municipal government auditing standards); GC §§12946, 34090
HR-050	Human Resources	Inspections	Validation Studies for Examinations	last test administered + 5 years	5 years	10 years	Department preference; GC §34090
HR-051	Human Resources	Non-Record	Verifications of Employment / Logs	None		None	Transitory records not retained in the ordinary course of business (does not materially impact the public's business) GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>RISK MANAGEMENT</b>							
HR-052	Human Resources / Risk Manag.	Inspections	Injury Log	10 years		10 years	Department Preference; Preliminary draft not retained in the ordinary course of business; GC §34090
HR-053	Human Resources / Risk Manag.	Safety	MSDS (Material Data Safety Sheet) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		30 years	Previous MSDS may be obtained from a service; <b><u>MSDS may be destroyed as long as a record of the chemical / substance / agent, where &amp; when it was used is maintained for 30 years;</u></b> Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3), GC §34090
HR-054	Human Resources / Risk Manag.	Regulatory Filings	OSHA Insurance Certificates, Inspections & Citations, Log 200, 300, 300A, 301, etc.	7 years		7 years	Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §34090 et seq.; LC §6429c
HR-055	Human Resources / Risk Manag.	Correspondence	OSHA Internal Safety Meeting Correspondence (including notes)	2 years		2 years	Department preference; GC §34090
HR-056	Human Resources / Risk Manag.	Medical Coordination	Settlement Log	20 years		20 years	Department Preference; Preliminary draft not retained in the ordinary course of business; GC §34090
HR-057	Human Resources / Risk Manag.	Regulatory Timekeeping	Temporary Disability Hours (TDH) and Modified Duty Logs	10 years		10 years	Department Preference; Preliminary draft not retained in the ordinary course of business; GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES  
SANTA CLARA, CA.**

HR-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
HR-058	Human Resources / Risk Manag.	Non-Record	Temporary Disability Hours (TDH) Worksheets	None		None	Preliminary draft not retained in the ordinary course of business; GC §34090
HR-059	Human Resources / Risk Manag.	Report	Workers Compensation Claim Runs / Experience Reports	5 years		5 years	Department preference (meets auditing standards and allocation formulas); GC §34090
HR-060	Human Resources / Risk Manag.	Logs	Workers Compensation Equipment Purchase Log	3 years		3 years	Department preference (meets auditing standards and allocation formulas); GC §34090
HR-061	Human Resources / Risk Manag.	Workers Comp Claims	Workers Compensation Files	Separation + 2 years	P	P	Department preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; the Workers Compensation Appeals Board may destroy their records after 5 years; 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 10755, 10758, 15400.2; 29 CFR 1910.1020(d); GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY  
SANTA CLARA, CA.**

IT-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
IT-001	Information Technology	Recordings	Backup Tapes - <b>DAILY</b> (Monday - Thursday)	4 weeks		4 weeks	Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed None; tapes are in autochangers and are overwritten; GC §34090 et seq.
IT-002	Information Technology	Recordings	Backup Tapes - <b>WEEKLY</b> (Friday)		4 weeks	4 weeks	Used for Disaster Recovery Purposes Only; Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed None; retention based on administrative value; recycle tapes; GC §34090 et seq.
IT-003	Information Technology	Non-Record	Inventory, Information Systems (Drafts not accessible to the public)	Until Superseded		None	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
IT-004	Information Technology	Non-Record	Network Configuration Maps & Plans (Drafts not accessible to the public)	Until Superseded		None	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
IT-005	Information Technology	Correspondence	Project Management (Project Workbook, Implementation Plans, etc)	2 years		2 years	Department preference; GC §34090 et seq.
IT-006	Information Technology	AP Payments	Telephone Bill Detail Backup	7 years		7 years	Department preference (meets municipal government auditing standards); GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: LIBRARY  
SANTA CLARA, CA.**

LIB-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>							
LIB-001	Library	Reference	Board of Library Trustees <b>AGENDAS, AGENDA PACKETS</b>	P		P	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
LIB-002	Library	Correspondence	Board of Library Trustees <b>MINUTES &amp; BYLAWS copies</b>	2 years (Forward Originals to City Clerk)		2 years (Forward Originals to City Clerk)	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090
LIB-003	Library	Collections	Collection Agency Assignments, Lists & Statements	7 years		7 years	Department preference to meet auditing periods and to keep for the same period of time negative information remains on credit ratings; GC §34090
LIB-004	Lead Dept.	Correspondence	Deposit Backup / Detail for Cash Deposits	2 years		2 years	GC §34090
LIB-005	Library	Correspondence	Facility Rental Applications (Room Reservations, etc. - also see Insurance on City-wide)	2 years		2 years	GC §34090
LIB-006	Library	Grants	Grants - Library ( <b>Successful</b> )	Final Expenditure + 5 years		Final Expenditure + 5 years	Per California State Library Records Management Program Requirements (April 27, 1998); GC §34090
LIB-007	Library	Correspondence	Grants - Library ( <b>Unsuccessful</b> )	2 years		2 years	GC §34090
LIB-008	Library	Correspondence	Handouts: Adult and Children's Programs	2 years		2 years	GC §34090
LIB-009	Library	Correspondence	Interlibrary Loan Requests / ILL Requests	2 years		2 years	GC §34090
LIB-010	Planning & Inspection / Building	Reference	Library Building Plans / Specifications	P		P	Department preference; GC §34090
LIB-011	Library	Source	Library Management System / Database <b>COLLECTION</b>	Indefinite		Indefinite	Department preference; Data Fields / Records are interrelated; GC §34090
LIB-012	Library	Source	Library Management System / Database <b>OTHER THAN PATRON or COLLECTION</b>	Indefinite		Indefinite	Department preference; Data Fields / Records are interrelated; GC §34090
LIB-013	Library	Correspondence	Library Management System / Database (No Debt) <b>PATRONS</b>	Expired with No Debt + 2 years		Expired with No Debt + 2 years	Department preference; Data Fields / Records are interrelated; GC §34090
LIB-014	Library	Collections	Library Management System / Database (Debt) <b>PATRONS</b>	Expired with Debt + 7 years		Expired with Debt + 7 years	Department preference; Data Fields / Records are interrelated; GC §34090
LIB-015	Library	Correspondence	LMT (Library Management Team) Minutes	2 years		2 years	GC §34090
LIB-016	Library	Non-Record	Patron Applications for Library Cards	None		None	Department Preference; Preliminary Drafts / Transitory records not retained in the ordinary course of business; GC §34090

**RECORDS RETENTION SCHEDULE: LIBRARY  
SANTA CLARA, CA.**

LIB-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>							
LIB-017	Library	Correspondence	Performance Agreements (no consideration)	2 years		2 years	GC §34090
LIB-018	Library	Incident Reports	Problem Patrons / Incident Reports	Inactive + 2 years		Inactive + 2 years	Department preference; GC §34090
LIB-019	Library	Non-Record	Program Sign Ups (e.g. Children's Programs, Summer Reading)	None		None	Preliminary / Transitory documents not retained in the ordinary course of business; GC §34090
LIB-020	Library	Report	Receipts for Lost Books, etc.	2 years	3 years	5 years	Meets municipal government auditing standards; GC §34090
LIB-021	Library	Historical Documents / Artifacts	Records of Significant Historical Value	P		P	Department preference; GC §34090
LIB-022	Library	Correspondence	Release Forms / Exhibit Waivers / Photo Releases (Artists / Exhibitor's)	2 years		2 years	GC §34090
LIB-023	Library	Non-Record	Reports: Library Statistics / Circulation Reports	None		None	Copies / Preliminary Drafts; GC §34090.7
LIB-024	Library	Non-Record	Reports: Other than Annual Report - Library	None		None	Transitory records not retained in the ordinary course of business; Library system qualifies as a trusted system and can re-create reports accurately; GC §34090
LIB-025	Library	Non-Record	Sign-In / Sign Out or Log-in / Log-out Includes Internet Access Logs Summer Reading, etc.	None		None	Department Preference; Preliminary Drafts / Transitory records not retained in the ordinary course of business; GC §34090
LIB-026	Library	Routine	State Library Report	4 years		4 years	Department preference; GC §34090
LIB-027	Library	Report	TBR (Transaction Based Reimbursement) & ILL (Interlibrary Loans) Statistics	5 years		5 years	Department preference to track reimbursement; GC §34090
LIB-028	Library	Subject	Tutors and Learners Individual Case Files	Inactive + 5 years		Inactive + 5 years	Department preference; GC §34090
LIB-029	Library	Recordings	Video Recordings of Library Activity	28 days		28 days	Does not record regular and ongoing operations; GC §34090.6(a)(d)

**RECORDS RETENTION SCHEDULE: MAYOR & CITY COUNCIL  
SANTA CLARA, CA.**

MCC-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Records Center)	Total Retention	
	(OFR)						
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>							
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
MCC-001	Mayor & City Council	Awards & Mementos	<b>AWARDS &amp; MEMENTOS:</b> Received by the City (Physical Item)	P		p	Department preference; GC §34090
MCC-002	Mayor & City Council	Reference	<b>REFERENCE:</b> Significant Historical Value Awards/Mementos List (received by the City), Proclamations List (given by the City) etc	current + 4 years	P	P	Department preference; GC §34090
MCC-003	Mayor & City Council	Routine	<b>ROUTINE:</b> Copies of originals created in the Mayor and Council offices  Recognition Items given by the City: Proclamations, Certificates, Letters of Recognition, Appreciation Plaques Listing: timekeeping entries	4 years		4 years	Department preference; GC §34090
MCC-004	Mayor & City Council	Correspondence	<b>CORRESPONDENCE:</b> Incoming/outgoing, general information (copies)  Mayor and Council Chron, Complaints/Concerns, Calendars, Condolences, Adjournments, Schedule of Events, Council Reading, City Depts & Agencies, 49ers, etc	current + 2 years		2 years	Department preference; GC §34090
MCC-005	Mayor & City Council	Non-Record	<b>NON-RECORD:</b> Organizations, Commissions, Committees, Districts, Social Organizations  Council Committees (internal and external), City Commissions, League of California Cities, State, Federal and County, Miss Santa Clara Pageant, Sister Cities, Awards/Mementos (received by individuals), Copies of Newspaper Clippings, DVD's of City Council Meetings (copies), etc	None		None	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: PARKS & RECREATION  
SANTA CLARA, CA.**

P&R-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
				Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	
	(OFR)						
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>							
<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>							
<b>ADMINISTRATION</b>							
P&R-001	Parks & Recreation / Admin.	Reference	Park History File (Building Dedications, Facility Evaluations, etc.)	P		P	Department preference; GC §34090
P&R-002	Parks & Recreation / Admin.	Project Admin	Capital Improvement Projects (CIP) / Jobs: <b>Administration File</b> Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
P&R-003	Parks & Recreation / Admin.	Contracts	Capital Improvement Projects (CIP) / Jobs: <b>Permanent File</b> Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, )&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
P&R-004	Parks & Recreation / Admin.	Agreements	Agreements: <b>Maintenance Agreements (Creeks, Trails, etc.)</b>	Completion	5 years	Completion + 5 years	Department preference; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=Comp. + 5 years, Developers=Comp. + 10 years; E&O =Comp + 10 years; Published Audit Standards=4-7 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
P&R-005	Parks & Recreation / Admin.	Correspondence	Parks and Recreation Commission <b>AGENDAS, AGENDA PACKETS</b>	2 years		2 years	GC §34090
P&R-006	City Clerk	Correspondence	Parks and Recreation Commission <b>MINUTES &amp; BYLAWS</b> Copies - Forward Originals to City Clerk	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: PARKS & RECREATION  
SANTA CLARA, CA.**

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<b>CEMETERY</b>							
P&R-007	Parks & Recreation / Cemetery	Reference	City Cemetery Internment Records (Ownership / Plot location / relocation, date of receipt and internment, etc.)	P		P	No specific time period mentioned in law; HS §§8330, 8331
P&R-008	Parks & Recreation / Cemetery	Reference	Deed Books (Cemetery Deeds)	P		P	GC §34090
P&R-009	Parks & Recreation / Cemetery	Agreements and Leases Significant	Endowment Care Agreements	P		P	Department preference; CCP §337 et seq., GC §34090
P&R-010	Parks & Recreation / Cemetery	Reference	Indexes: Burial Index / Cremation Index, etc.	P		P	Department preference; GC §34090
P&R-011	Parks & Recreation / Cemetery	Reference	Lot Books (Cemetery)	P		P	GC §34090
P&R-012	Parks & Recreation / Cemetery	Reference	Plot Books	P		P	GC §34090
P&R-013	Parks & Recreation / Cemetery	Reference	Repurchase of Graves	P		P	Department preference; CCP §337 et seq., GC §34090
P&R-014	City Clerk	Correspondence	Schedule of Fees (Copies)	2 years		2 years	GC §34090.7
P&R-015	Finance	Reference	Statement of Sale	P		P	Department preference; GC §34090.7
P&R-016	Parks & Recreation / Cemetery	Project Admin	Worksheets (Detail of Arrangements)	10 years		10 years	Department preference; GC §34090

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SANTA CLARA, CA.**

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<b>PARKS &amp; PLAYGROUND / PARKS SERVICES</b>							
P&R-017	Parks & Rec / Parks & Playground / Parks Services	Correspondence	Equipment Materials & Instructions	Life of Equipment + 2 years		Life of Equipment + 2 years	GC §34090 et seq.
P&R-018	Parks & Rec / Parks & Playground / Parks Services	Source	Key Management / Tracking Log	Indefinite		Indefinite	Department Preference (data is interrelated); GC §34090
P&R-019	Parks & Rec / Parks & Playground / Parks Services	Correspondence	Paints & Finishes, Janitorial Supplies, etc. Also see MSDS on City-wide	2 years		2 years	GC §34090
P&R-020	Parks & Rec / Parks & Playground / Parks Services	Reference	Park Sites / Historical Files	P		P	Department preference; GC §34090
P&R-021	Parks & Rec / Parks & Playground / Parks Services	Correspondence	Pesticide Applications Also see MSDS on City-wide	2 years		2 years	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623, 40 CFR 171.11 et seq.
P&R-022	Parks & Rec / Parks & Playground / Parks Services	Correspondence	Playground Inspections	2 years		2 years	GC §34090

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P&R-023	Engineering	Reference	Record Drawings / "As Builts" of Parks Facilities (Copies)	P		P	Department preference; GC §34090.7
P&R-024	Parks & Rec / Parks & Playground / Parks Services	Correspondence	Swimming Pool Chemical Readings	2 years		2 years	DHS requirement; GC §34090

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SANTA CLARA, CA.**

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<b>RECREATION - CRC - COMMUNITY RECREATION CENTER</b>							
P&R-025	Parks & Rec. / Recreation / CRC	Incident Reports	Accident Reports - Not Significant - First Aid (bandages, scratches, etc)	2 years		2 years	Significant Accident Reports are sent to the City Attorney; GC §34090
P&R-026	Parks & Rec. / Recreation / CRC	Correspondence	Activity / Special Programs / Special Event Files Classes	2 years		2 years	Department preference; GC §34090
P&R-027	City Clerk	Correspondence	Activity Guides Copies	2 years		2 years	City Clerk maintains originals; GC §34090.7
P&R-028	Parks & Rec. / Recreation / CRC	Agreements	Agreements for Contractors: Class Instructors, Sports Leagues, etc.	Completion + 2 years	3 years	Completion + 5 years	The statute of limitation for errors and omissions is not applicable; Statewide guidelines propose completion + 5 years for non-capital improvement contracts & completion + 4 years for transportation and concessionaire agreements; CCP §§336(a), 337 et. seq., GC §34090
P&R-029	Parks & Rec. / Recreation / CRC	Correspondence	Banner Permits	2 years		2 years	GC §34090
P&R-030	Parks & Rec. / Recreation / CRC	Reference	CRC Historical Records	P		P	Department Preference; GC §34090
P&R-031	Parks & Rec. / Recreation / CRC	Non-Record	Evaluations/Surveys (Program Evaluations)	None		None	Department Preference (Transitory record not retained in the ordinary course of business); GC §34090
P&R-032	Parks & Rec. / Recreation / CRC	Correspondence	Facility Use Agreements / Room Reservations / Equipment Applications or Books, Alcoholic Beverage Applications	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: PARKS & RECREATION  
SANTA CLARA, CA.**

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P&R-033	Parks & Rec. / Recreation / CRC	Grants	Grant Program (Grants to Others through Friends of Parks & Recreation)	5 years		5 years	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; HUD requires 3 years; statewide guidelines propose 4 years; 21 CFR 1403.36 & 1403.42(b); 24 CFR 85.42, & 570.502(b), 29 CFR 97.42; GC §34090
P&R-034	Parks & Rec. / Recreation / CRC	Source	Recreation Database	Indefinite		Indefinite	Department Preference; data is interrelated; GC §34090
P&R-035	Parks & Rec. / Recreation / CRC	Correspondence	Registration Forms / Fee & Charge / Liability Forms / Release of Liability Forms / Permissions etc.: Camps, Field Trips, Authorization to give Medicine, etc.	2 years		2 years	GC §34090
P&R-036	Parks & Rec. / Recreation / CRC	Non-Record	Sign-in / Sign-out sheets Drop in Tennis, Ceramics, Babysitting	None		None	GC §34090
P&R-037	Parks & Rec. / Recreation / CRC	Subject	Subject / Reference Files: Subjects other than Specifically Mentioned in Retention Schedules	5 years		5 years	Department Preference; GC §34090 et seq.

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SANTA CLARA, CA.**

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<b>RECREATION - SENIOR CENTER</b>							
P&R-038	Parks & Rec. / Recreation / Senior Center	Subject	Activity / Special Programs / Special Event Files  Tour Programs, etc.	5 years		5 years	Department preference; GC §34090
P&R-039	Parks & Rec. / Recreation / Senior Center	Agreements	Agreements for Nurses	Completion + 2 years	3 years	Completion + 5 years	Department preference; Statute of Limitations is 4 years; CCP §337; §343
P&R-040	Parks & Rec. / Recreation / Senior Center	Non-Record	Evaluations/Surveys (Program Evaluations)	None		None	Department Preference (Transitory record not retained in the ordinary course of business); GC §34090
P&R-041	Parks & Rec. / Recreation / Senior Center	Correspondence	Facility Use Agreements / Room Reservations / Equipment Applications or Books, Alcoholic Beverage Applications	2 years		2 years	GC §34090
P&R-042	Parks & Rec. / Recreation / Senior Center	Correspondence	Lapidary / Woodshop Sign-Ups	Inactive + 2 years		Inactive + 2 years	Department preference; GC §34090
P&R-043	Parks & Rec. / Recreation / Senior Center	Routine	Nutrition / Food / Lunch Program Registrations (Confidential)	4 years		4 years	City administers program for the County; meets Uniform Grant Requirements; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 CFR 85.42 & 570.502(b), 29 CFR 97.42, GC §34090
P&R-044	Parks & Rec. / Recreation / Senior Center	Correspondence	Registration Forms / Fee & Charge / Liability Forms / Release of Liability Forms / Permissions etc.: Camps, Field Trips, Authorization to give Medicine, etc.	2 years		2 years	GC §34090

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P&R-045	Parks & Rec. / Recreation / Senior Center	Correspondence	Senior Commission <b>AGENDAS, AGENDA PACKETS</b>	2 years		2 years	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
P&R-046	City Clerk	Correspondence	Senior Commission <b>MINUTES &amp; BYLAWS</b> Copies - Forward Originals to City Clerk	2 years		2 years	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090
P&R-047	Parks & Rec. / Recreation / Senior Center	Non-Record	Sign-in / Sign-out sheets Computer Lab, Fitness Center, Swim Center, etc.	None		None	GC §34090
P&R-048	Parks & Rec. / Recreation / Senior Center	Subject	Subject / Reference Files: Subjects other than Specifically Mentioned in Retention Schedules	5 years		5 years	Department Preference; GC §34090 et seq.

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<b>RECREATION - TEEN CENTER</b>							
P&R-049	Parks & Rec. / Recreation / Teen Center	Subject	Activity / Special Programs / Special Event Binders  Various Teen Programs. Includes As-Needed Staff Recruitment, Time Sheets	5 years		5 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 34090
P&R-050	Parks & Rec. / Recreation / Teen Center	Non-Record	Evaluations/Surveys (Program Evaluations)	None		None	Department Preference (Transitory record not retained in the ordinary course of business); GC §34090
P&R-051	Parks & Rec. / Recreation / Teen Center	Correspondence	Facility Use Agreements / Room Reservations / Equipment Applications or Books, Alcoholic Beverage Applications	2 years		2 years	GC §34090
P&R-052	Parks & Rec. / Recreation / Teen Center	Correspondence	Registration Forms / Fee & Charge / Liability Forms / Release of Liability Forms / Permissions etc.: Camps, Field Trips, Authorization to give Medicine, etc.	2 years		2 years	GC §34090
P&R-053	Parks & Rec. / Recreation / Teen Center	Correspondence	Scholarship Applications	2 years		2 years	GC §34090
P&R-054	Parks & Rec. / Recreation / Teen Center	Non-Record	Sign-in / Sign-out sheets  Computer Lab, Summer Program Attendance Sheets, etc.	None		None	GC §34090
P&R-055	Parks & Rec. / Recreation / Teen Center	Subject	Subject / Reference Files: Subjects other than Specifically Mentioned in Retention Schedules	5 years		5 years	Department Preference; GC §34090 et seq.

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P&R-056	Parks & Rec. / Recreation / Teen Center	Reference	Teen Center Historical Records	P		P	Department Preference; GC §34090
P&R-057	Parks & Rec. / Recreation / Youth Center	Correspondence	Youth Advisory Commission <b>AGENDAS, AGENDA PACKETS</b>	2 years		2 years	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
P&R-058	City Clerk	Correspondence	Youth Advisory Commission <b>MINUTES &amp; BYLAWS</b> Copies - Forward Originals to City Clerk	2 years		2 years	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090

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<b>RECREATION - YOUTH ACTIVITY CENTER</b>							
P&R-059	Parks & Rec. / Recreation / Youth Center	Subject	Activity / Special Programs / Special Event Files  After School Classes, Sports, Skate Park, Special Events	5 years		5 years	Department preference; GC §34090
P&R-060	Parks & Rec. / Recreation / Youth Center	Non-Record	Evaluations/Surveys (Program Evaluations)	None		None	Department Preference (Transitory record not retained in the ordinary course of business); GC §34090
P&R-061	Parks & Rec. / Recreation / Youth Center	Correspondence	Facility Use Agreements / Room Reservations / Equipment Applications or Books, Alcoholic Beverage Applications	2 years		2 years	GC §34090
P&R-062	Parks & Rec. / Recreation / Youth Center	Source	Participant Database (Access)	Indefinite		Indefinite	Department Preference; data is interrelated; GC §34090
P&R-063	Parks & Rec. / Recreation / Youth Center	Correspondence	Registration Forms / Fee & Charge / Liability Forms / Release of Liability Forms / Permissions etc.: Camps, Field Trips, Authorization to give Medicine, etc.	2 years		2 years	GC §34090
P&R-064	Parks & Rec. / Recreation / Youth Center	Non-Record	Sign-in / Sign-out sheets  (Passage Point Software)	None		None	GC §34090
P&R-065	Parks & Rec. / Recreation / Youth Center	Subject	Subject / Reference Files: Subjects other than Specifically Mentioned in Retention Schedules	5 years		5 years	Department Preference; GC §34090 et seq.

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P&R-066	Parks & Rec. / Recreation / Youth Center	Reference	Youth Activity Center Historical Records	P		P	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: PLANNING & INSPECTION  
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<b>BUILDING INSPECTION</b>							
P&I-001	Planning & Inspection / Building Inspection	Reference	Alternate Methods Database (Alternate Material for Buildings)	P		P	Department Preference; GC §34090
P&I-002	Planning & Inspection / Building Inspection	Correspondence	Bonds / Refundable Deposits / Refunds	Release of Bond / Security + 2 years		Release of Bond / Security + 2 years	Securities (Performance Bonds, Letters of Credit, CD's, etc.) are released after completion; GC §34090
P&I-003	Planning & Inspection / Building Inspection	Correspondence	Building Permit Applications where the Permit was Never Issued	2 years		2 years	Department preference; Preliminary drafts not retained in the ordinary course of business; GC §34090
P&I-004	Planning & Inspection / Building Inspection	Source	Building Permit Database Includes Certificates of Occupancies and Complaints	Indefinite		Indefinite	Department Preference - Data is interrelated; GC §34090, H&S §19850
P&I-005	Planning & Inspection / Building Inspection	Reference	Building Permits (All) / "Address File" Includes Certificates of Compliance	P		P	Statewide guidelines propose permanent; GC §34090
P&I-006	Planning & Inspection / Building Inspection	Reference	Building Plans and Construction Documents - Finalled - SINGLE FAMILY RESIDENTIAL - SFR (less than 2 stories) and APPURTENANCES	P		P	Department preference; Law requires plans be retained for the life of the building for other structures; Statewide guidelines propose 2 years for blueprints & specifications; CBC §108.4.3.1; H&S §19850, GC §34090
P&I-007	Planning & Inspection / Building Inspection	Reference	Building Plans and Construction Documents - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS, PRODUCTION HOMES  (includes commercial structural plans, Hazardous Materials Questionnaire, etc.)	P		P	Department Preference; Law requires for the life of the building for commercial only; Statewide guidelines propose 2 years for blueprints & specifications; CBC §108.4.3.1; H&S§19850, GC §34090

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P&I-008	Planning & Inspection / Building Inspection	Reference	Certificates of Occupancy	P		P	Department Preference; GC §34090
P&I-009	Planning & Inspection / Building Inspection	Reference	Complaints / Service Orders	P		P	GC §34090
P&I-010	City Clerk	Reference	Covenants / Easements (Openings across property lines, etc.) copies	P		P	Department preference; GC §34090.7
P&I-011	Planning & Inspection / Building Inspection	Reference	Miscellaneous Permits - "TRADE PERMITS" - Mechanical, Plumbing, Electrical trades, etc.	P		P	Department Preference (scanned); GC §34090
P&I-012	Planning & Inspection / Building Inspection	Reference	Miscellaneous Permits: House Moving, Party Tents, etc.	P		P	Department Preference (scanned); GC §34090
P&I-013	Planning & Inspection / Building Inspection	Correspondence	Performance Bonds	Release of Security + 2 years		Release of Security + 2 years	Securities (Performance Bonds, Letters of Credit, CD's, etc.) are released after the Notice of Completion is issued and replaced with the Warranty Bond, which is released 1 year after the Notice of Completion date. GC §34090
P&I-014	Planning & Inspection / Building Inspection	Correspondence	<b>Reports: Building Activity (Annual)</b> (copies)	2 years		2 years	Department Preference; GC §34090
P&I-015	Planning & Inspection / Building Inspection	Correspondence	<b>Reports: Building Activity (Monthly)</b>	2 years		2 years	Department Preference; GC §34090
P&I-016	Planning & Inspection / Building Inspection	Correspondence	Requests & Permissions to Receive Copies of Plans	2 years		2 years	GC §34090 et seq.

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P&I-017	Planning & Inspection / Building Inspection	Reference	Soils Reports, Special Studies (Earthquake, etc.)	P		P	Department Preference; GC §34090
P&I-018	Planning & Inspection / Building Inspection	Non-Record	Title 24 Energy Calcs, Structural Calcs	None		None	Department preference (preliminary drafts not retained in the ordinary course of business), GC §34090
P&I-019	Planning & Inspection / Building Inspection	Reference	Uniform Codes (UBC, UPC, UEC. Etc.)	P		P	GC §50022.6
P&I-020	Planning & Inspection / Building Inspection	Reference	<b>Violations</b> (correction notices, compliance orders, stop work notices, etc.)	Until Cleared or Project Completion - P		Until Cleared or Project Completion - P	Department Preference; GC §34090

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<b>PLANNING</b>							
P&I-021	Planning & Inspection / Planning AND City Clerk	Reference	Annexations / Boundaries / Consolidations / LAFCO	5 years	P	P	Land Records; GC §34090
P&I-022	Planning & Inspection / Planning	Correspondence	Architectural Review Committee (ARC) Agendas and Agenda Packets	2 years		2 years	Department Preference (the Staff Reports are filed in the Project Entitlement Folder); GC §34090
P&I-023	Planning & Inspection / Planning	Reference	Architectural Review Committee Approvals / Letters	P		P	Department Preference; GC §34090
P&I-024	Planning & Inspection / Planning	Minutes	Architectural Review Committee Minutes	P		P	Department preference; Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090.7
P&I-025	Planning & Inspection / Planning	Reference	Berryessa Adobe Property Files	P		P	Department preference; GC §34090
P&I-026	Planning & Inspection / Planning	Non-Record	Census, Demographics	None		None	Department preference (Non-Records - Census Bureau is OFR)
P&I-027	Planning & Inspection / Planning	Reference	City of Santa Clara Architecturally or Historically Significant Properties	P		P	Department preference; GC §34090
P&I-028	Planning & Inspection / Planning	Logs	Code Enforcement / Abatement Case Files (Includes appeals and Code Enforcement Complaint Letters)	3 years		3 years	Department preference; Case is open until satisfactorily resolved (some cases are not resolved); City Clerk maintains original staff reports and resolutions that are presented to Council; CFC §104.3.4, GC §34090
P&I-029	Planning & Inspection / Planning	Reference	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.)  <b>Inside City boundaries</b>	P		P	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090

**RECORDS RETENTION SCHEDULE: PLANNING & INSPECTION  
SANTA CLARA, CA.**

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P&I-030	Planning & Inspection / Planning	Non-Record	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) <b>Outside City boundaries (no City comments)</b>	None		None	Non-records; EIRs and Negative Declarations within the City Boundaries are with the project file
P&I-031	Planning & Inspection / Planning	Correspondence	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) <b>Outside City boundaries (where the City submits comments)</b>	2 years		2 years	GC §34090
P&I-032	Planning & Inspection / Planning	Reference	General Plan, Elements and Amendments	P		P	GC §34090
P&I-033	Planning & Inspection / Planning	Reference	Harris Lass Property Files	P		P	Department preference; GC §34090
P&I-034	Planning & Inspection / Planning	Correspondence	Historical & Landmarks Commission (HLC) Agendas and Agenda Packets	2 years		2 years	Department Preference (the Staff Reports are filed in the Project Entitlement Folder); GC §34090.7
P&I-035	Planning & Inspection / Planning	Reference	Historical & Landmarks Commission Approvals / Letters	P		P	Department Preference; GC §34090
P&I-036	Planning & Inspection / Planning	Reference	Historical & Landmarks Commission Audio Recordings	P		P	Department preference; State law only requires for 30 days; GC §54953.5(b)
P&I-037	City Clerk	Minutes	Historical & Landmarks Commission Minutes	P		P	Department preference (copies); Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090.7
P&I-038	Planning & Inspection / Planning	Reference	Jamison Brown House Property Files	P		P	Department preference; GC §34090
P&I-039	Planning & Inspection / Planning	Reference	Master Plans, Specific Plans, Bikeway Plans, etc.	P		P	Department Preference; GC §34090

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SANTA CLARA, CA.**

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P&I-040	Planning & Inspection / Planning	Correspondence	Permits: Parties, Noise, etc.	2 years		2 years	GC §34090
P&I-041	Planning & Inspection / Planning	Correspondence	Planning Commission Agendas, Agenda Packets	2 years		2 years	Department Preference (the Staff Reports are filed in the Project Entitlement Folder); GC §34090.7
P&I-042	Planning & Inspection / Planning	Reference	Planning Commission Audio Recordings	P		P	Department preference; State law only requires for 30 days; GC §54953.5(b)
P&I-043	City Clerk	Minutes	Planning Commission Minutes	P		P	Department preference (minutes are copies) Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090 et seq.
P&I-044	Planning & Inspection / Planning	Resolutions	Planning Commission Resolutions	P		P	GC §34090 et seq.
P&I-045	Planning & Inspection / Planning	Reference	Planning Commission, Summary of Actions	P		P	Department preference; GC §34090
P&I-046	Planning & Inspection / Planning	Correspondence	<b><u>Planning Project Files - Approved &amp; Unapproved Special Permits:</u></b> Christmas Tree Lots, Temporary Barricades with Artwork, Debris Boxes, Pumpkin Lots, Temporary Signs, Garage Sale Permit, After Hour Permits, Party Tents, etc.	Termination + 2 years		Termination + 2 years	Temporary uses; Department maintains complete files for administrative purposes; GC§§34090

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P&I-047	Planning & Inspection / Planning	Project	<p><b><u>Planning Project Files - Approved, Denied, Withdrawn or Expired Permanent Entitlements</u></b></p> <p>(Includes Associated CEQA Noticing, Conditions of Approval, Public Noticing, Affidavits of Publications/Legal Advertising, Environmental Determinations, Staff Reports, Plans &amp; Maps</p> <p>Examples: Architectural Control, Conditional Use Permits (CUPs), Design Review, Lot Line Adjustments, Parcel Maps, Planned Unit Developments (PUD), Site Plans, Tentative Subdivisions, Variances, Zone Changes, Copies of Development Agreement, etc.</p>	Project Completion	P	P	Projects have a 2 year vesting (applicant must pull permit within 2 years) -- those applications in which the applicant does not follow through with permit may be destroyed after the vesting period has expired. Department maintains complete files for administrative purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
P&I-048	Planning & Inspection / Planning	Non-Record	Preliminary Review File	None		None	Preliminary Documents (no application submitted); GC §34090
P&I-049	Planning & Inspection / Planning	Correspondence	Project Clearance Committee (internal staff)	2 years		2 years	GC §34090
P&I-050	Planning & Inspection / Planning	Reference	Project Log Index / Spreadsheet / Binders of Historic Actions	P		P	Department Preference; GC §34090
P&I-051	Planning & Inspection / Planning	Non-Record	Regional Organizational Studies & Programs where other Agencies are the Lead (e.g. Air Quality Studies, etc.)	None		None	Non-records; GC §34090 et seq.
P&I-052	Planning & Inspection / Planning	Reference	Santa Clara Railroad Property Files	P		P	Department preference; GC §34090
P&I-053	Planning & Inspection / Planning	Reference	Special Studies	P		P	Department Preference; GC §34090
P&I-054	Planning & Inspection / Planning	Correspondence	Subdivision Committee / Project Clearance Committee <b>Agenda</b>	2 years		2 years	GC §34090

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SANTA CLARA, CA.**

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P&I-055	Planning & Inspection / Planning	Minutes	Subdivision Committee / Project Clearance Committee <b>Minutes</b>	P		P	Department Preference; GC §34090
P&I-056	City Clerk	Reference	Zoning Amendments, Zoning Text Amendments copies	P		P	Department Preference; GC §34090.7
P&I-057	Planning & Inspection / Planning	Reference	Zoning Maps	P		P	Department Preference; City Clerk Maintains originals of all documents that were presented to Council; GC §34090.7

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<b>HOUSING AND COMMUNITY SERVICES</b>							
P&I-058	Planning & Inspection / Housing & Community Services	AP Payments	Accounts Payable / Invoices and Backup / Warrants Requests NOT forwarded to Finance	2 years	5 years	7 years	Department preference; GC §34090
P&I-059	Planning & Inspection / Housing & Community Services	Subject	AHS Agency - Affordable Housing Services - All May contain Home Ownership Housing Projects with Recapture / Resale Restrictions (Contract Agreements, Compliance Monitoring)	5 years After the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090
P&I-060	Planning & Inspection / Housing & Community Services	Subject	AHS Agency - Affordable Housing Services - <b>HOME OWNERSHIP HOUSING PROJECTS NO RECAPTURE / RESALE RESTRICTIONS</b> (Contract Agreements, Compliance Monitoring)	Project Completion + 5 years		Project Completion + 5 years	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090

**RECORDS RETENTION SCHEDULE: PLANNING & INSPECTION  
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P&I-061	Planning & Inspection / Housing & Community Services	Subject	AHS Agency - Affordable Housing Services - <b>HOME OWNERSHIP HOUSING PROJECTS WITH RECAPTURE / REALE RESTRICTIONS</b> (Contract Agreements, Compliance Monitoring)	5 years After the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090
P&I-062	Planning & Inspection / Housing & Community Services	Subject	AHS Agency - Affordable Housing Services - <b>RENTAL HOUSING PROJECTS</b> (Contract Agreements, Compliance Monitoring)	Project Completion + 5 years		Project Completion + 5 years	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090
P&I-063	Planning & Inspection / Housing & Community Services	Subject	AHS Agency - Affordable Housing Services - <b>TENANT-BASED RENTAL ASSISTANCE</b> (Contract Agreements, Compliance Monitoring)	Termination of Rental Assistance + 5 years		Termination of Rental Assistance + 5 years	HUD requires 5 years after the rental assistance terminated; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090

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P&I-064	Planning & Inspection / Housing & Community Services	Analysis	Annual Plans - Reports 5-year Hud Consolidated Plan RDA Implementation Plan HUD Annual Plan HCD Report - HUD Caper Housing Authority - Includes working Copies and back-up	10 years		10 years	Department Preference; GC §34090
P&I-065	Planning & Inspection / Housing & Community Services	Subject	Applications for Projects or Loans: <b>Rejected</b> (Rental Rehabilitation, etc.)	3 years	2 years	5 years	GC §34090
P&I-066	Planning & Inspection / Housing & Community Services	Subject	BMP - Below Market Program (First Time Home Buyer, etc.)	5 years After the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090

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P&I-067	Planning & Inspection / Housing & Community Services	Subject	Capital Projects: Contactor Agreements, Compliance Monitoring, Financial Accounting, etc.	Project Completion + 5 years		Project Completion + 5 years	Required for Contracts Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 cfr 85.42(b), 91.105(h), 92.505, 92.508(a)(c), & 570.502(b), 28 CFR 66.42; 29 CFR 97.42(b); 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-133; GC §34090
P&I-068	City Clerk	Agreements	CDBG Agreements copies	5 years		5 years	GC §34090.7
P&I-069	Planning & Inspection / Housing & Community Services	Report	Draw-Downs / IDIS	5 years		5 years	Department Preference (meets municipal government auditing standards); GC §34090
P&I-070	Planning & Inspection / Housing & Community Services	Report	Fair Housing / Analysis of Impediments Section 3 Plans Draw-down Plan LEP Plan Citizen Participation Plan Other Plans, Procedures & documents required by appropriate regulatory agencies	5 years		5 years	Department Preference; GC §34090
P&I-071	Planning & Inspection / Housing & Community Services	Analysis	Homelessness County Homeless Plans Reports Census Surveys	7 years	3 years	10 years	Department Preference; GC §34090

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P&I-072	Planning & Inspection / Housing & Community Services	Report	Housing Rehabilitation Loan Committee - <b>Agendas, Agenda Packets</b>	5 years		5 years	Department Preference; GC §34090
P&I-073	Planning & Inspection / Housing & Community Services	Minutes	Housing Rehabilitation Loan Committee - <b>Minutes</b>	P		P	GC §34090
P&I-074	Planning & Inspection / Housing & Community Services	Subject	Housing Development Projects: <b>Development Agreement, Compliance Monitoring</b>	5 years After the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 24 cfr 85.42(b), 92.508(a) & (c)(2) & 570.502(b), 29 CFR 97.42(b), GC §34090
P&I-075	Planning & Inspection / Housing & Community Services	Subject	Housing Development Projects: <b>Funding / Silent Seconds / Loans, Reconveyances, Deed Restrictions, Covenants, etc.</b>  Agreements, Compliance, Environmental, Finance, General / Correspondence, Monitoring & Monitoring Visits, Relocation, Silent Seconds	Loan Pay-off + 5 years		Loan Pay-off + 5 years	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); 24 cfr 85.42(b), 92.508(a) & (c)(2); GC §43900 et seq.
P&I-076	Planning & Inspection / Housing & Community Services	Regulatory Filings	HUD Correspondence	7 years		7 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: PLANNING & INSPECTION  
SANTA CLARA, CA.**

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P&I-077	Planning & Inspection / Housing & Community Services	Subject	Neighborhood Conservation Improvement Program (NCIP) / Rehabilitation Files (homeownership projects without resale restrictions)  <b>Clients, Contractors, Loan Servicing, Funding, Silent Seconds, etc.</b>  Agreements, Compliance, Environmental, Finance, General / Correspondence, Monitoring & Monitoring Visits, etc.	Loan Pay-off + 5 years		Loan Pay-off + 5 years	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 cfr 85.42(b), 91.105(h), 92.505, & 570.502(b), 28 CFR 66.42; 29 CFR 97.42(b); 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-133; GC §34090
P&I-078	Planning & Inspection / Housing & Community Services	Subject	Neighborhood Conservation Improvement Program (NCIP) / Rehabilitation Files  <b>Procedures</b>	5 years		5 years	Meets auditing standards; Department preference; GC §34090
P&I-079	Planning & Inspection / Housing & Community Services	Reference	NEPA - National Environmental Protection Agency - Environmental Determinations (EIRs, Negative Declarations, etc.)	Completion + 5 years	P	P	Department Preference; State documents (CEQA) are provided by Planning; State EIRs are required to be kept a "reasonable period of time;" 14 CCR §15095(c); GC §34090
P&I-080	Planning & Inspection / Housing & Community Services	Subject	Promissory Notes	Loan Pay-off + 5 years		Loan Pay-off + 5 years	GC §34090(a)

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

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<b>ADMINISTRATION and/or CHIEF OF POLICE</b>							
PD-001	Police / Admin. / Chief	Correspondence	Annual Summary of Use of Force	2 years		2 years	GC §34090
PD-002	Police / Admin. / Chief	Inspections	Carry Concealed Weapon Permits (CCW) - <b>Approved</b>	Expiration + 10 years		Expiration + 10 years	Department preference; GC §34090
PD-003	Police / Admin. / Chief	Correspondence	Carry Concealed Weapon Permits (CCW) - <b>Denied</b>	2 years		2 years	Department preference; GC §34090
PD-004	Police / Admin. / Chief	Correspondence	DMV Pull Notices (Police Employees Only)	Superseded + 2 years		Superseded + 2 years	Department preference (Transitory or source records not retained in the ordinary course of business); CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
PD-005	Police / Admin. / Chief	Subject	Internal Affairs Investigations / Complaints: <b>Except Officer Involved Shootings</b>	5 years		5 years	State requires for at least 5 years for Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct; IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045(b)(1), GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
PD-006	Police / Admin. / Chief	Regulatory Filings	Internal Affairs Investigations / Complaints: <b>Officer Involved Shootings</b>	25 years		25 years	State requires for at least 5 years for Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct; IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045(b)(1), GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
PD-007	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090

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PD-008	Police / Admin. / Chief	Subject	Personnel <b>Background Packet - POLICE Unsuccessful</b> (not hired)	5 years		5 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years for selection records; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 7287.0(c)(2), 8 CCR §11040(7.( c)), GC §§12946, 34090
PD-009	Police / Admin. / Chief	Temporary Holding	Personnel Files - <b>Police Department Employees</b> Includes Evaluations, Training Certificates, Evaluations, Medical Records, etc.	Upon Separation, Send to Human Resources		Upon Separation, Send to Human Resources	Department preference; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
PD-010	Police / Admin. / Chief	Correspondence	Policies & Procedures / Operation Directives / General Orders (Department Policies and Procedures)	Superseded + 2 years		Superseded + 2 years	Department Preference; GC § 34090 et seq.
PD-011	Police / Admin. / Chief	Routine	Public Relations / Citizens Police Academy	4 years		4 years	Department preference; GC §34090
PD-012	Police / Admin. / Chief	Non-Record	Time Off Requests / Sick Slips	None		None	Department Preference; preliminary drafts; GC §34090 et seq.
PD-013	Police / Admin. / Chief	Reference	Training - <b>Department Training Records - COURSE RECORDS</b> (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	5 years	P	P	Department preference; Rosters are sent to POST; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
PD-014	Police / Admin. / Chief	Source	Weapons Database / Department Weapons / Qualifications (Employees)	Indefinite		Indefinite	Data Fields / Records are interrelated; GC §34090

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

PD-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<b>ADMINISTRATIVE SERVICES / PERMITS &amp; ALARMS</b>							
PD-015	Police / Records	Correspondence	Alarm Billing	2 years		2 years	GC §34090
PD-016	Police / Admin. Services / Permits & Alarms	Correspondence	Business Permits (Regulatory) - <b>BUSINESS OWNER:</b> Massage, Taxi, etc. (Includes Digital Images)	Expiration + 2 years		Expiration + 2 years	GC §34090
PD-017	Police / Admin. Services / Permits & Alarms	Correspondence	Business Permits (Regulatory) - <b>TECHNICIAN / DRIVERS:</b> Massage Technician, Taxi Driver, etc. (Including Digital Images)	Expiration + 2 years		Expiration + 2 years	GC §34090
PD-018	Police / Admin. Services / Permits & Alarms	Correspondence	Guns: Dealers Record of Sale (DROS)	2 years		2 years	GC §34090
PD-019	Police / Admin. Services / Permits & Alarms	Correspondence	Secondhand Dealer Permits / Pawn Broker Permits & Licenses	Close of Business + 2 years		Close of Business + 2 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

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<b>ADMINISTRATIVE SERVICES / PROPERTY &amp; EVIDENCE</b>							
PD-020	Finance	Correspondence	Auction Record Sales copies	2 years		2 years	GC §34090.7
PD-021	Police / Admin. Services / Property & Evidence	Subject	Audits - Drug, Weapons & Money	5 years		5 years	Department Preference; GC §34090
PD-022	Police / Records	Crime Reports	Crime Report Photos (Evidence) / Crime Scene Photos	2 years		2 years	Department Preference; GC §34090; except for PC 187, 273.5, 243(e)(i), fatal accident investigations and outstanding missing persons reports.
PD-023	Police / Records	Reference	Detectives Investigation Files and Arrest Files ( <b>Notes</b> ) - <b>Homicides</b>	Close Case	P	P	Department preference (preliminary drafts) GC §34090 et seq.
PD-024	Police / Admin. Services / Property & Evidence	Collections	Empty Envelopes / Backup for Money Sent to Finance	7 years		7 years	Department Preference; GC §34090
PD-025	Police / Admin. Services / Property & Evidence	Source	Evidence Register <b>Database</b>	Indefinite		Indefinite	Department Preference (data is interrelated); GC §34090
PD-026	Police / Admin. Services / Property & Evidence	Logs	Gun and Narcotics Destruction Log (Documents related to)	3 years		3 years	Department Preference; GC §34090
PD-027	Police / Admin. Services / Property & Evidence	Historical Documents/ Artifacts	Negative Photo File (older analog photos) Unrelated to crime reports and evidence	P		P	Department Preference; GC §34090

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SANTA CLARA, CA.**

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<b>RECORDS</b>							
PD-028	Police / Records	Correspondence	Bail / Bond Transmittals (If not associated with a City Crime Report)	2 years		2 years	GC §34090
PD-029	Police / Records	Correspondence	Bicycle Licenses	After Entry into RMS + 2 years		After Entry into RMS + 2 years	Preliminary drafts; GC §34090
PD-030	Police / Records	Correspondence	CAD Daily Logs	2 years		2 years	GC §34090
PD-031	Police / Records	Muni	Citations - Parking, Traffic, Moving Violations Includes corrections	2 years		2 years	GC §34090 et seq.; PC 19.7, 802
PD-032	Police / Records	Muni	CRIME REPORTS: Misdemeanor - Adult Marijuana - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5)	2 years		2 years	("Shall" Destroy); GC §68152(e)(8)
PD-033	Police / Records	Crime Reports	CRIME REPORTS / ARREST JACKETS: ALL, Except Those Specifically Mentioned in the Schedule e.g., 5150, Detention Reports, etc.	25 years		25 years	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290 and H&S §11850; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age 18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
PD-034	Police / Records	Reference	CRIME REPORTS: Homicide, Manslaughter (including vehicle), Outstanding Missing Persons	P		P	Department Preference; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799
PD-035	Police / Records		CRIME REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years		Date of Arrest + 3 years	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
PD-036	Police / Records		CRIME REPORTS: Misdemeanor - Juvenile Marijuana - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years		Conviction or Arrest (if No Conviction) + 2 years	(Courts and other Agencies "Shall" destroy); H&S §11361.5 et seq., GC §68152(e)(8)

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

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PD-037	Police / Records		CRIME REPORTS: Misdemeanor Marijuana §11357(e) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old		Offender is 18 Years Old	(Courts and other Agencies "Shall" destroy); H&S § 11361.5 et seq., 11357(e)
PD-038	Police / Records		CRIME REPORTS: Outstanding Missing Persons	Until Located		Until Located	Department Preference; GC §34090
PD-039	Police / Records	Subject	CRIME REPORTS: Sealed Juvenile and Ward Cases - Except those with outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (Or Court Order)		Sealing Date + 5 years (or Court Order)	Statute of Limitations runs up to age of majority + 8 years; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
PD-040	Police / Records	Reference	Crime Statistics / Uniform Crime Reports (UCR) - Summaries (BCS)	P		P	Department preference; GC §34090
PD-041	Police / Records	Logs	Field Investigation Cards (FIs)	3 years		3 years	Preliminary documents; GC §34090 et seq.
PD-042	Police / Records	Correspondence	NCIC Validation	2 years		2 years	GC §34090
PD-043	Police / Records	Non-Record	Officer Recordings: Mobile Audio/Video Recordings that are <b>not</b> evidence ("hip recorders", etc.)	None		None	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business; GC §34090.6(a)
PD-044	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-045	Police / Lead Div.	Timekeeping	Overtime Slips & Special / Extra Duties / Paid Time (Copy of Data Input Records)	4 years		4 years	GC §34090
PD-046	Police / Records	Correspondence	Parking Permits / Preferential Parking Licenses	2 years		2 years	GC §34090
PD-047	Police / Records	Correspondence	Patrol Ride-A-Long Waiver Form	2 years		2 years	GC §34090 et seq.
PD-048	Police / Records	Logs	Pawn Slips	3 years		3 years	Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090

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SANTA CLARA, CA.**

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PD-049	Police / Records	Correspondence	Public Information Requests	2 years		2 years	GC §34090
PD-050	Police / Records	Reference	Registrants: Arson - Adults	5 years	P	P	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
PD-051	Police / Records	Registrants	Registrants: Arson - <b>Juveniles</b> released from California Youth Authority	Age 25 or Sealing Date + 5 years		Age 25 or Sealing Date + 5 years	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
PD-052	Police / Records	Registrants	Registrants: Narcotic	5 years		5 years	Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
PD-053	Police / Records	Reference	Registrants: Sex Offenders - <b>Adults</b>	P		P	Department Preference; Pursuant to PC §290 et seq.
PD-054	Police / Records	Registrants	Registrants: Sex Offenders - <b>Juveniles</b>	P or Sealing Date + 5 years (or Court Order)		P or Sealing Date + 5 years (or Court Order)	Pursuant to PC §290 et seq.; W&I §781;
PD-055	Police / Records	Source	RMS Database	25 years		25 years	Data Fields / Records are interrelated; GC §34090; except records marked permanent
PD-056	Police / Records	Correspondence	Subpoenas (Duces Tecum)	2 years		2 years	GC §34090
PD-057	Police / Records	Crime Reports	Video Recordings - Interview Rooms	50 years		50 years	Department preference; Recordings that become evidence are stored with evidence; the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)
PD-058	Police / Records	Recording Media	Video Recordings - Public Facing	3 months		3 months	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business; the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)

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SANTA CLARA, CA.**

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PD-059	Police / Records	Recording Media	Video Recordings - Temporary Holding Facility	3 months		3 months	Department preference; Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings not retained in the ordinary course of business and the system is not designed to and does not record regular and ongoing operations; GC §34090.6(a)

**RECORDS RETENTION SCHEDULE: POLICE  
SANTA CLARA, CA.**

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<b>ADMINISTRATIVE SERVICES - OPERATIONS / DISPATCH (COMMUNICATIONS / CAD / DISPATCH)</b>							
PD-060	Police / Admin. Services / Operations / Dispatch	Correspondence	Assignments Sheets	2 years		2 years	GC §34090 et seq.
PD-061	Police / Admin. Services / Operations / Dispatch	Recording Logs	Audio Recordings or Tapes - (CAD/RMS) Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	1 year		1 year	Department Preference; Statewide guidelines propose 180 days (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6

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SANTA CLARA, CA.**

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<b>ADMINISTRATIVE SERVICES - TEMPORARY HOLDING FACILITY</b>							
PD-062	Police / Admin. Services / Temp. Holding Facility	Logs	Logs: Temporary Holding Facility / Booking	3 years		3 years	GC§ 34090 et seq.
PD-063	Police / Admin. Services / Temp. Holding Facility	Correspondence	LiveScan <b>Applications</b> / Fingerprint <b>Applications</b> (public)	2 years		2 years	GC§ 34090 et seq.
PD-064	Police / Field Operations	Muni	PAS Device Calibration Logs	2 years		2 years	GC §34090 et seq.

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SANTA CLARA, CA.**

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<b>FIELD OPERATIONS</b>							
PD-065	Police / Field Operations	Correspondence	Canine (Police Dogs) Program Files: Action Reports, Monthly Reports	2 years		2 years	GC §34090
PD-066	Police / Field Operations	Logs	Canine (Police Dogs) Program Files: <b>Animal Files</b>	Separation + 3 years		Separation + 3 years	3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
PD-067	Police / Field Operations	Muni	Citation Log Books (#s / ranges) - Parking, Traffic	2 years		2 years	GC §34090 et seq.
PD-068	Police / Lead Div.	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-069	Police / Field Operations	Timekeeping	Payroll Daily Shift Rosters / Master Deployment Schedule / Vehicle Assignments, etc.	4 years		4 years	Department preference (preliminary drafts); GC §34090 et seq.
PD-070	Police / Field Operations	Subject	Pursuit Critiques	5 years		5 years	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; 29 USC 1113
PD-071	Police / Field Operations	Non-Record	Range Schedules	None		None	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
PD-072	Police / Field Operations	Correspondence	Special Events / Ops Plan	2 years		2 years	Department preference; GC §34090 et seq.
PD-073	Police / Field Operations	Correspondence	Traffic Control: Radar Calibration Records	Life of the Equipment + 2 years		Life of the Equipment + 2 years	Department preference; GC §34090 et seq.
PD-074	Police / Field Operations	Correspondence	Traffic Control: Radar Trailer Surveys, etc.	2 years		2 years	Department preference; GC §34090 et seq.
PD-075	Police / Field Operations	Correspondence	Vehicle Log/Daily Safety Checks/Daily Work Reports/Vehicle Inspections/Daily Equipment Checks	2 years		2 years	Department preference; GC §34090 et seq.

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SANTA CLARA, CA.**

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<b>INVESTIGATIONS BUREAU</b>							
PD-076	Police / Investigat. Bureau	Non-Record	Detectives Investigation Files and Arrest Files ( <b>Notes</b> ) - <b>Except Homicides</b>	None		None	Department preference (preliminary drafts) GC §34090 et seq.
PD-077	Police / Investigat. Bureau	Temporary Holding	Detectives Investigation Files and Arrest Files ( <b>Official Reports</b> )	Transferred into Record's Files		Transferred into Record's Files	Transfer all Official Reports to Records to be placed in the Master Case Files.
PD-078	Police / Investigat. Bureau	Correspondence	Financial Forms - Asset Seizure: Payment requests and deposit forms	Completion + 2 years		Completion + 2 years	Department Preference; GC § 34090 et seq.
PD-079	Police / Investigat. Bureau	Correspondence	Financial Forms - Undercover buy money: receipts and reports	Completion + 2 years		Completion + 2 years	Department Preference; GC § 34090 et seq.
PD-080	Police / Investigat. Bureau	Correspondence	Informant Files	2 years		2 years	Department Preference; GC §34090 et seq.
PD-081	Police / Investigat. Bureau	Subject	Intelligence Files	5 years		5 years	Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
PD-082	Police / Investigat. Bureau	Timekeeping	Overtime Slips	4 years		4 years	GC §34090
PD-083	Police / Investigat. Bureau	Correspondence	Subpoenas (Personal Appearance)	2 years		2 years	GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS  
SANTA CLARA, CA.**

PW-No.	Office of Record	Record Type	Records Description	Retention / Disposition			Comments / Reference
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<b>BUILDING MAINTENANCE</b>							
PW-001	Public Works / Building Maint.	Correspondence	Equipment History Files	Disposal of Equipment + 2 years		Disposal of Equipment + 2 years	Department preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., GC §34090
PW-002	Public Works / Building Maint.	Correspondence	Keys Form	Inactive + 2 years		Inactive + 2 years	GC §34090
PW-003	Public Works / Building Maint.	Correspondence	O&M Manuals / Operations & Maintenance Manuals / Submittals	Disposal of Equipment + 2 years		Disposal of Equipment + 2 years	Department preference; GC §34090
PW-004	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)	Indefinite		Indefinite	Data is interrelated; GC §34090
PW-005	Depart. Providing Service / Work	Non-Record	Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b>	None		None	Preliminary drafts (the database is the original); GC §34090
PW-006	Depart. Providing Service / Work	Routine	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	4 years		4 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

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<b>ENGINEERING / LAND &amp; PROPERTY DEVELOPMENT</b>							
PW-007	Public Works / Engineering	Project	Abandonments / Vacations (Streets) - <b>Private Development Projects</b>	P		P	GC §34090 et seq.
PW-008	Public Works / Engineering	Reference	Annexations	P		P	Department preference; GC §34090 et seq.
PW-009	Public Works / Engineering	Reference	Assessment / Maintenance / Landscape & Lighting / Street Improvement District Projects / Community Facilities Districts <b>(FORMATION, BOUNDARIES)</b>	P		P	Department Preference; Statute of Limitations is 4 10 years (for Errors & Omissions); CCP §§337.337.1(a), 337.15, 343; GC §34090.7
PW-010	Public Works / Engineering	Subject	Assessment / Maintenance / Landscape & Lighting / Street Improvement District Projects / Community Facilities Districts <b>(ASSESSMENT ROLLS)</b>	District Fully Paid + 5 years		District Fully Paid + 5 years	Department Preference (meets auditing standards); GC §34090.7
PW-011	Public Works / Engineering	Non-Record	Assessor's Maps	None		None	County is originator of record
PW-012	Public Works / Engineering	Correspondence	Bonds: <b>Subdivision Bonds</b> , Logs and Correspondence  City Clerk holds these and provides to Engineering upon request	Release of Bond / Security + 2 years		Release of Bond / Security + 2 years	Securities (Performance Bonds, Letters of Credit, CD's, etc.) are released after the Notice of Completion is issued and replaced with the Warranty Bond, which is released 1 year after the Notice of Completion date. GC §34090
PW-013	Public Works / Engineering	Reference	Covenants / Easements Documentation	P		P	Department preference; GC §34090 et seq.
PW-014	Public Works / Engineering	Subject	Developer Payment / Trusts (Contractor's Trusts)	Project Close + 5 years		Project Close + 5 years	Census Bureau is OFR; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS  
SANTA CLARA, CA.**

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PW-015	Public Works / Engineering	Reference	Encroachment Permits	P		P	Department Preference; GC §34090
PW-016	Public Works / Engineering	Routine	Engineering Comments: Planning & Building Projects / Plan Check Comments	4 years		4 years	Department Preference; GC §34090
PW-017	Public Works / Engineering	Historical Documents/ Artifacts	Field Survey Books	P		P	Department Preference; GC §34090
PW-018	Public Works / Engineering	Reference	Geotechnical and Soils Reports	P		P	Department Preference; GC §34090
PW-019	Public Works / Engineering	Reference	Grading Permits & Plans	P		P	Department Preference; GC §34090
PW-020	Public Works / Engineering	Reference	Improvement Plans	P		P	Department Preference; GC §34090
PW-021	Public Works / Engineering	Project	Large (Buildings, Bridges, etc) Capital Improvement Projects (CIP) / Jobs: <u>Permanent File</u> Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS  
SANTA CLARA, CA.**

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PW-022	Public Works / Engineering	Project Admin	Large (Buildings, Bridges, etc) Capital Improvement Projects (CIP) / Jobs: <u>Administration File</u> Project Administration, Bid Summary, Bid Proposal Form, Bid Opening Exhibits A&B, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, List of Bidders, Project Schedules, Progress meetings, RFIs, Requests for Bid & Specs, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
PW-023	Public Works / Engineering & Planning & Inspection	Reference	Parcel Maps	P		P	Department Preference; GC §34090
PW-024	Public Works / Engineering	Permits	Permits: Street Opening / Street cuts	5 years		5 years	Department Preference (the warrantee period for work done is 5 years); GC §34090
PW-025	Public Works / Engineering	Reference	Rights of Way, Easements	P		P	Department Preference; GC §34090.7
PW-026	Public Works / Engineering	Non-Record	Sanitary Sewer Map Index, Storm Map Index, Storm Drain Block Book, Street Map Index	None		None	Preliminary drafts not retained in the ordinary course of business; GC §34090 et seq.
PW-027	Public Works / Engineering	Reference	Sanitary Sewer Permits, Record Drawings ("As-Builts")	P		P	Department Preference; GC §34090

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PW-028	Public Works / Engineering	Correspondence	Simple Civil (Sewer, Street Improvements, etc.) Capital Improvement Projects (CIP) / Jobs: <b><u>Bid Support File</u></b>  Correspondence, Requests for Bid & Specs, Bid Summary, List of Bidders, Bid Proposal Form, Bid Opening Exhibits A & B	2 years		2 years	GC §34090
PW-029	Public Works / Engineering	Project Admin	Simple Civil (Sewer, Street Improvements, etc.) Capital Improvement Projects (CIP) / Jobs: <b><u>Administration File</u></b>  Notice to Proceed, Engineers Estimate, Quantities & Extensions for Progress Payment, Process Payment Spreadsheet	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
PW-030	Public Works / Engineering	Project	Simple Civil (Sewer, Street Improvements, etc.) Capital Improvement Projects (CIP) / Jobs: <b><u>Permanent File</u></b>  Plans, Record Drawings / "As Builts", Invitation, Bid and Award Packet (Bid Addendum, Notice of Award), Contract Documents, Notice of Completion, Change Orders, Agenda Reports	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
PW-031	Public Works / Engineering	Site Clearance	Site Clearances (Preparation of Easements, etc. for Building Permits)	P		P	Department Preference; GC §34090
PW-032	Public Works / Engineering	Reference	Standard Specifications	P		P	Department Preference; GC §34090

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SANTA CLARA, CA.**

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PW-033	Public Works / Engineering	Reference	Storm Drains, City Map, As-Builts	P		P	Department Preference; GC §34090
PW-034	Public Works / Engineering	Reference	Streets, Curbs & Gutters, Sidewalks, Map	P		P	Department Preference; GC §34090
PW-035	Public Works / Engineering & Planning & Inspection / Planning	Reference	Subdivisions / Tract Maps / Final Maps	P		P	Department Preference; GC §34090

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<b>TRAFFIC ENGINEERING</b>							
PW-036	Public Works / Traffic Engineering	Correspondence	Capital Improvement Projects (CIP) / Jobs - TRAFFIC PROJECTS: <u>Bid Support File</u>  Correspondence, Requests for Bid & Specs, Bid Summary, List of Bidders, Bid Proposal Form, Bid Opening Exhibits A & B	2 years		2 years	GC §34090
PW-037	Public Works / Traffic Engineering	Project Admin	Capital Improvement Projects (CIP) / Jobs - TRAFFIC PROJECTS: <u>Administration File</u>  Notice to Proceed, Engineers Estimate, Quantities & Extensions for Progress Payment, Process Payment Spreadsheet	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
PW-038	Public Works / Traffic Engineering	Project	Capital Improvement Projects (CIP) / Jobs - TRAFFIC PROJECTS: <u>Permanent File</u>  Plans, Record Drawings / "As Built's", Invitation, Bid and Award Packet (Bid Addendum, Notice of Award), Contract Documents, Notice of Completion, Change Orders, Agenda Reports	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
PW-039	Public Works / Traffic Engineering	Recordings	Hearing Officer <b>Audio Tapes</b>	4 weeks		4 weeks	Department preference; State law only requires 30 days; GC §54953.5(b)
PW-040	Public Works / Traffic Engineering	Reference	Master Plans - Transportation	P		P	Department preference; Drafts should be destroyed; GC §34090

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PW-041	Public Works / Traffic Engineering	Correspondence	Permits: Transportation Permits / Wide Load Permits / Overweight Loads	Expiration + 2 years		Expiration + 2 years	GC §34090
PW-042	Public Works / Traffic Engineering	Correspondence	Speed Surveys	Superseded + 2 year		Superseded + 2 year	Department preference; GC §34090
PW-043	Public Works / Traffic Engineering	Subject	Street Files	5 years		5 years	Department preference; GC §34090
PW-044	Public Works / Traffic Engineering	Correspondence	Studies - Transportation	2 years		2 years	Drafts / source records entered into database and not retained in the ordinary course of business; GC §34090
PW-045	Public Works / Traffic Engineering	Subject	Traffic Counts and Turning Movements	5 years		5 years	Department preference; GC §34090
PW-046	Public Works / Traffic Engineering	Project Admin	Traffic Signals	10 years After Funding		10 years After Funding	Department preference; GC § 34090
PW-047	Public Works / Traffic Engineering	Project Admin	Traffic Studies / Traffic Calming Requests	10 years		10 years	Department preference; GC §34090

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PW-048	Public Works / Traffic Engineering	Citations	Warrants: Four-way Stop, School Crossing Guard, Traffic Signal	5 years		5 years	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: STREETS & AUTOMOTIVE SERVICES  
SANTA CLARA, CA.**

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<b>AUTOMOTIVE SERVICES</b>							
ST&AU-001	Automotive Services	Correspondence	AQMD Permits - BAAQMD (Generators, etc.)	Disposal + 2 years		Disposal + 2 years	Department preference; (2 years is required by AQMD); GC §34090
ST&AU-002	Finance	Correspondence	Auction Records copies	2 years		2 years	GC §34090.7
ST&AU-003	Automotive Services	Vehicle Conditions	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks	4 months		4 months	Sent by other departments; 49 CFR 396.12 requires 90 day retention
ST&AU-004	Automotive Services	Source	Fuel Activity Tracking (meter readings, consumption reports) DATABASE	Indefinite		Indefinite	Finance has original invoices; GC §34090 et seq.
ST&AU-005	Automotive Services	Correspondence	Carpool Logs	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years	Department preference; GC §34090
ST&AU-006	Lead Dept.	Correspondence	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit + 2 years		Expiration of Certificate or Permit + 2 years	Department preference; GC §34090 et. seq.
ST&AU-007	Automotive Services	Logs	Smog Reports	3 years		3 years	Health & Safety 44019(b) requires 3 years
ST&AU-008	Automotive Services	Regulatory Filings	Underground Storage Tanks (City Owned) – <b>UST Monitoring and Maintenance, Release Detection Systems, Cathodic Protection Maintenance Records</b>	7 years		7 years	Monitoring and Maintenance records are required on site for 3 years, 6 ½ years for cathodic protection maintenance, 5 years for calibration & maintenance of release detection systems; 23 CCR 2712(b); H&S §25284.2(i)
ST&AU-009	Automotive Services	Reference	Underground Storage Tanks (USTs) Permits	10 years	P	P	Department Preference (required for the life of the tank); 23 CCR 2712(b), H&S §25284.2(i); GC §34090 et. seq.
ST&AU-010	Automotive Services	Correspondence	Vehicle & Equipment History Files (includes cranes)	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years	If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., GC §34090
ST&AU-011	Automotive Services	Source	Vehicle & Equipment Management Database	Indefinite		Indefinite	Data is Interrelated; GC §34090

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<b>STREET DEPARTMENT / CITY HALL</b>							
ST&AU-012	Street Dept. (City Hall)	Subject	Assessment District Fees	5 years		5 years	Department Preference (meets auditing standards); GC §34090
ST&AU-013	Street Dept. (City Hall)	Subject	Business Improvement District (BID) Fees	5 years		5 years	Department Preference (meets auditing standards); GC §34090
ST&AU-014	Street Dept. (City Hall)	Reference	Business Improvement District (BID) <b>Formation &amp; Boundaries</b>	P		P	Department Preference; GC §34090
ST&AU-015	Street Dept. (City Hall)	Permits	Landfill Permits	Expiration + 5 years		Expiration + 5 years	Department preference; Landfill Operators must retain records for 3 years; Solid Waste Transfer / Processing is 3 years; Electronic Waste Recycling is 3 years; Non-hazardous Ash Disposal is 5 years; Covers various statute of limitations; 14 CCR 17379(a); 14 CCR 18660.8(d); 14 CCR 17414(b); 14 CCR 18810.4(a)(4); CCP §337 et seq.; GC §34090
ST&AU-016	Street Dept. (City Hall)	Permits	Permits from Regulatory Agencies (BAAQMD, EPA, etc.)	Expiration + 5 years		Expiration + 5 years	Department preference; GC §34090
ST&AU-017	Finance	Correspondence	Wire Transfers (for Garbage & Recycling Franchise) copies	2 years		2 years	GC §34090.7

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<b>STREET DEPARTMENT / YARD</b>							
ST&AU-018	Street Dept. (Yard)	Report	AB 939 Compliance	5 years		5 years	Department Preference; GC §34090
ST&AU-019	Street Dept. (Yard)	Subject	Clean-Up Campaign Program	5 years		5 years	Department Preference; GC §34090
ST&AU-020	Street Dept. (Yard)	Reference	Hazardous Waste Manifests	P		P	Department Preference; GC §34090
ST&AU-021	Street Dept. (Yard)	Subject	Household Hazardous Waste Program Implementation	5 years		5 years	Department Preference (County-wide program); GC §34090
ST&AU-022	Street Dept. (Yard)	Inspections	Inspection Forms: Streets	10 years		10 years	Department preference; GC §34090
ST&AU-023	Street Dept. (Yard)	Reference	Landfills (City-owned)	P		P	Department preference; Landfill Operators must retain records for 3 years; Solid Waste Transfer / Processing is 3 years; Electronic Waste Recycling is 3 years; Non-hazardous Ash Disposal is 5 years; Covers various statute of limitations; 14 CCR 17379(a); 14 CCR 18660.8(d); 14 CCR 17414(b); 14 CCR 18810.4(a)(4); CCP §337 et seq.; GC §34090
ST&AU-024	Street Dept. (Yard)	Report	Landfills (City-owned): Closure & Monitoring Reports	5 years		5 years	Department preference; Landfill Operators must retain records for 3 years; Solid Waste Transfer / Processing is 3 years; Electronic Waste Recycling is 3 years; Non-hazardous Ash Disposal is 5 years; Covers various statute of limitations; 14 CCR 17379(a); 14 CCR 18660.8(d); 14 CCR 17414(b); 14 CCR 18810.4(a)(4); CCP §337 et seq.; GC §34090
ST&AU-025	Street Dept. (Yard)	Permits	NPDES Permits - Stormwater	Expiration + 5 years		Expiration + 5 years	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.

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ST&AU-026	Street Dept. (Yard)	Source	Pavement Conditions Database	Indefinite		Indefinite	Data is Interrelated; GC §34090
ST&AU-027	Street Dept. (Yard)	Report	Reports to Regulatory Agencies (California integrated Waste Management Board, etc.)	5 years		5 years	Department Preference; GC §34090
ST&AU-028	City Clerk	Agreements	Solid Waste & Recycling Franchise Agreement Administration (Mission Trail Garbage Co, Stevens Creek Disposal & Recycling, Non-exclusive franchise hauler agreements) Copies	Completion	5 years	Completion + 5 years	Statute of Limitations: Contracts & Spec's=4 years, (E&O does not apply); Published Audit Standards=4-7 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
ST&AU-029	Street Dept. (Yard)	Citations	Solid Waste Violations & Citations	5 years		5 years	Department Preference; GC §34090
ST&AU-030	Street Dept. (Yard)	Logs	Storm Drain and Catch Basin Cleaning and Flushing	3 years		3 years	Department preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
ST&AU-031	Street Dept. (Yard)	Correspondence	Storm Drain Pump Station Operation & Maintenance Manuals	Superseded or Pump Replaced + 2 years		Superseded or Pump Replaced + 2 years	Department Preference; GC §34090
ST&AU-032	Street Dept. (Yard)	Correspondence	Storm Drain Pump Station Service	Life of the Pump + 2 years		Life of the Pump + 2 years	Department Preference; GC §34090
ST&AU-033	Street Dept. (Yard)	Permits	Stormwater Annual and NPDES Monitoring Reports	5 years		5 years	Department preference; NPDES Monitoring records required for 3 years; Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
ST&AU-034	Street Dept. (Yard)	Citations	Stormwater Program: Unauthorized Discharges / Violations / Spills / ICID (Illicit Connection / Illicit Discharge)	No Activity + 5 years		No Activity + 5 years	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)
ST&AU-035	Street Dept. (Yard)	Logs	Street Sweeping Activity	3 years		3 years	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.

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ST&AU-036	Street Dept. (Yard)	Timekeeping	Time Cards / Task Assignments / Work Schedules (NPDES)	4 years		4 years	40 CFR 122.41(j)
ST&AU-037	Street Dept. (Yard)	Source	Tree Database (Locations, species)	Indefinite		Indefinite	Data is interrelated; GC §34090
ST&AU-038	Street Dept. (Yard)	Reference	Tree Work Orders (filed by address)	P		P	Department preference; GC §34090
ST&AU-039	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)  (Hansen)	Indefinite		Indefinite	Data is interrelated; GC §34090
ST&AU-040	Depart. Providing Service / Work	Non-Record	Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b>	None		None	Preliminary drafts (the database is the original); GC §34090
ST&AU-041	Depart. Providing Service / Work	Subject	Work Orders / Service Requests - <b>NPDES Activities NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years	Department preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
ST&AU-042	Depart. Providing Service / Work	Correspondence	Work Orders / Service Requests - <b>Site Clearances (for Agriculture Department) NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	2 years		2 years	City preference; GC §34090

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ST&AU-043	Depart. Providing Service / Work	Reference	<p>Work Orders / Service Requests - <b>Traffic Maintenance (Signs, Signals, Legends, MTCD) NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)</p> <p>(Division providing service retains originals; Division requesting service is considered a copy)</p>	P		P	Department preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41

**RECORDS RETENTION SCHEDULE: WATER & SEWER UTILITIES  
SANTA CLARA, CA.**

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<b>ADMINISTRATION</b>							
W&S-001	Water & Sewer Utilities / Admin.	Correspondence	Administrative Procedures (Including Rules and Regulations for Water Service)	Superseded + 2 years		Superseded + 2 years	Department preference; GC §34090
W&S-002	Water & Sewer Utilities / Admin.	Reference	Block Books (Maps of System)	P		P	Department preference; GC §34090
W&S-003	City Clerk	Correspondence	Rates copies	2 years		2 years	GC §34090.7

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<b>RECYCLED WATER</b>							
W&S-004	Recycled Water	Reference	Recycled Water - Permits	P		P	Department Preference; GC §34090
W&S-005	Recycled Water	Project Admin	Recycled Water - Annual Report, Correspondence, Recycled Water User Files, Water Analysis	10 years		10 years	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: WATER & SEWER UTILITIES  
SANTA CLARA, CA.**

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<b>SEWER UTILITY</b>							
W&S-006	Sewer Utility	Reference	Air Quality Permit - Operations (BAAQMD)	P		P	Department preference; GC §34090
W&S-007	Sewer Utility	Complaints	Complaints - Sewer	2 years		2 years	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090
W&S-008	Lead Dept.	Logs	Confined Space Entries & Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	3 years		3 years	Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2)
W&S-009	Lead Dept.	Regulatory Filings	Correspondence - <b>Regulatory Agencies</b>	7 years		7 years	Department preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090
W&S-010	Street & Automotive Services	Temporary Holding	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks	Send to Automotive Services		Send to Automotive Services	GC §34090 et seq.
W&S-011	Lead Dept.	Regulatory Timekeeping	DOT Timecards (Department of Transportation)	10 years		10 years	Department preference (DOT request); GC §34090 et seq.
W&S-012	Sewer Utility	Correspondence	Flow Measurements	2 years		2 years	GC §34090
W&S-013	Sewer Utility	Logs	Generator Operation Logs (for fixed / stationary generators) / Inspections	3 years		3 years	Department preference (2 years is required by AQMD); GC §34090
W&S-014	Sewer Utility	Safety	Hazardous Waste Manifests	30 years		30 years	Department Preference; Consistent with statute of limitations for employee exposure to hazardous materials (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40
W&S-015	Sewer Utility	Report	Industrial Wastewater Discharge Permits (copies) and related documents	Until closure of permit	5 years	Until closure of permit + 5 years	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)
W&S-016	Sewer Utility	Report	Inspector Reports: Violations, Inspection Notices, Citations, Inadvertent Spills	Resolution + 5 years		Resolution + 5 years	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)

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W&S-017	Sewer Utility	Correspondence	Operations & Maintenance Manuals / O & M Manuals	Superseded - 2 years		Superseded - 2 years	Department preference; GC §34090
W&S-018	Sewer Utility	Source	Operator's Certification Database	Separation of Employee		Separation of Employee	Department Preference; GC §34090 et seq.
W&S-019	Human Resources	Temporary Holding	Operator's Certifications	Send Copy to Human Resources		Send Copy to Human Resources	Copies are maintained at the plant; GC §34090.7
W&S-020	Sewer Utility	Reference	Permits - Various Operating Permits	5 years	P	P	Department preference; GC §34090
W&S-021	Lead Dept.	Correspondence	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Expiration of Certificate or Permit	Department preference; GC §34090 et. seq.
W&S-022	Sewer Utility	Reference	Pumping Stations / Sewer Lift Stations / Motor Logs, etc.	P		P	Department Preference; GC §34090
W&S-023	Sewer Utility	Regulatory Filings	Reports to Regulatory Agencies (California Integrated Waste Management Board, etc.)	7 years		7 years	Department Preference; GC §34090
W&S-024	Sewer Utility	Project Admin	Root Control Program	10 years		10 years	Department Preference; GC §34090
W&S-025	City Clerk	Agreements and Leases Significant	San Jose / Santa Clara Water Pollution Control Plant (Agreements)	P		P	Department Preference; GC §34090.7
W&S-026	Sewer Utility	Reference	Sewer Jetting Reports	P		P	Department preference; GC § 34090
W&S-027	Sewer Utility	Subject	Sewer System Management Plans (SSMP) and Audits, Sanitary Sewer Overflows (SSOs)	5 years		5 years	Department preference; plans must be updated every 5 years, audits are required every 2 years; GC §34090
W&S-028	Sewer Utility	Non-Record	South Bay Dischargers Authority: Aquatic Habitat, Monitoring Program	None		None	Department Preference; GC §34090
W&S-029	Sewer Utility	Reference	TV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings (all lines)	P		P	Department Preference; GC §34090 et seq.
W&S-030	Sewer Utility	Subject	Underground Service Alerts (USA's) -- City	5 years		5 years	Department Preference (the warrantee period for work done is 5 years); GC §34090

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W&S-031	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)  (Hansen)	Indefinite		Indefinite	Data is interrelated; GC §34090
W&S-032	Depart. Providing Service / Work	Non-Record	Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b>	None		None	Preliminary drafts (the database is the original); GC §34090
W&S-033	Depart. Providing Service / Work	Subject	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

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SANTA CLARA, CA.**

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<b>SOLAR</b>							
W&S-034	Solar	Correspondence	Solar / Domestic Water Heating / Swimming Pools: <b>Inquiries</b>	2 years		2 years	Department preference; GC §34090
W&S-035	Solar	Source	Solar / Domestic Water Heating / Swimming Pools: Manufacturers, PG&E, Rates, Systems Analysis, Resources	Indefinite		Indefinite	Non-records
W&S-036	Solar	Reference	Solar / Domestic Water Heating / Swimming Pools: <b>Subscribers</b>	P		P	Department preference; GC §34090

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<b>WATER UTILITY</b>							
W&S-037	Water Utility	Subject	Backflow Test Forms	5 years		5 years	Department Preference; Meets California Department of Health requirements (3 years); GC §34090
W&S-038	Water Utility	Project Admin	Capital Improvement Projects (CIP) / Jobs: <u>Administration File</u> Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §34090
W&S-039	Water Utility	Project	Capital Improvement Projects (CIP) / Jobs: <u>Permanent File</u> Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, )&M Manuals, Photos, Real Estate Appraisals, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §34090
W&S-040	Water Utility	Subject	Chains of Custody (Water testing instructions)	5 years		5 years	22 CCR 64453(b) et seq.; 40 CFR 141.33(a)
W&S-041	Water Utility	Subject	Complaints - Water Quality / Drinking Water Customer Concerns: Odor / Taste / Visual Complaints	5 years		5 years	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64453(a)
W&S-042	Lead Dept.	Logs	Confined Space Entries & Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	3 years		3 years	Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2)
W&S-043	Lead Dept.	Project Admin	Correspondence - <b>Regulatory Agencies</b>  <b>California, State of, Department of Health, EPA, etc</b>	10 years		10 years	Department preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090

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W&S-044	Water Utility	Subject	Cross Connection Test Forms	5 years		5 years	Department Preference; Meets California Department of Health requirements (3 years); GC §34090
W&S-045	Street & Automotive Services	Temporary Holding	Daily Vehicle & Equipment Safety Checks / Vehicle Inspections / Daily Equipment Checks	Send to Automotive Services		Send to Automotive Services	GC §34090 et seq.
W&S-046	Lead Dept.	Regulatory Timekeeping	DOT Timecards (Department of Transportation)	10 years		10 years	Department preference (DOT request); GC §34090 et seq.
W&S-047	Water Utility	Source	Employee Roster & Certificates Database	Indefinite		Indefinite	Data is interrelated; GC §34090
W&S-048	Water Utility	Reference	Fire Hydrant Inspections / Flushing - History Cards	P		P	Department preference; GC §34090 et seq.
W&S-049	Water Utility	Subject	Fire Service Test Forms	5 years		5 years	Department preference; GC §34090 et seq.
W&S-050	Water Utility	Reference	Leak Reports	P		P	Department preference; GC §34090 et seq.
W&S-051	Water Utility	Correspondence	Maintenance Procedures	Superseded + 2 years		Superseded 2 years	Department Preference; GC §34090 et seq.
W&S-052	Water Utility	Reference	Meter Replacement Program	P		P	GC §34090
W&S-053	Water Utility	Source	Meter Shop Database (meters & backflow devices)	Indefinite		Indefinite	Data is interrelated; GC §34090
W&S-054	Water Utility	Reference	Meters / Meter History Cards ( <b>not</b> Portable Meters)	P		P	Department Preference; GC §34090
W&S-055	Water Utility	Correspondence	Meters / Portable Meters	Returned + 2 years		Returned + 2 years	GC §34090
W&S-056	Water Utility	Correspondence	Operations & Maintenance Manuals / O & M Manuals	Superseded - 2 years		Superseded - 2 years	Department preference; GC §34090
W&S-057	Water Utility	Reference	Permits - Various Operating Permits	5 years	P	P	Department preference; GC §34090
W&S-058	Water Utility	Correspondence	Portable Water Permits	Expiration + 2 years		Expiration + 2 years	Department Preference; GC §34090
W&S-059	Water Utility	Reference	Pump Production Reports	P		P	Department preference; GC §34090
W&S-060	Water Utility	Routine	Pump Status Reports	4 years		4 years	Department preference; GC §34090

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W&S-061	Water Utility	Report	Regulatory Agency Reports / Compliance Reports: <b>Monthly and Quarterly</b> Reports, including backup data	5 years		5 years	Department Preference; Hazmat discharge records are required for 3-5 years; 40 CFR 122.41(j)(2)
W&S-062	Water Utility	Subject	San Francisco Water Co.	5 years		5 years	Department Preference; GC §34090
W&S-063	Water Utility	Subject	San Jose Water Works	5 years		5 years	Department Preference; GC §34090
W&S-064	Water Utility	Subject	Santa Clara County Water Commission	5 years		5 years	Department Preference; GC §34090
W&S-065	Water Utility	Subject	Santa Clara Valley Water District	5 years		5 years	Department Preference; GC §34090
W&S-066	Water Utility	Source	SCADA Database (Supervisory Control and Data Acquisition) - Water	Indefinite		Indefinite	Data is interrelated; system qualifies as a "trusted system"; GC §§34090, 12168.7
W&S-067	City Clerk	Agreements	Solar RDE/Lease Agreement copies	5 years		5 years	Department preference; GC §34090
W&S-068	Water Utility	Subject	Underground Service Alerts (USA's) -- City	5 years		5 years	Department Preference (the warrantee period for work done is 5 years); GC §34090
W&S-069	Water Utility	Correspondence	Vulnerability Assessment	Superseded - 2 years		Superseded - 2 years	Confidential; GC §34090
W&S-070	Water Utility	Subject	Water Analysis / Reports & Sampling: <b>(Bacteriological, Organics)</b>	5 years		5 years	Bacteriological & Organics are required for 5 years; 40 CFR 141.33(a); 22 CCR §64470
W&S-071	Water Utility	Water Analysis	Water Analysis / Reports & Sampling: <b>(Chemical, Pesticide, Lead &amp; Copper, Radiological, Trihalomethanes, etc.)</b>	4 years	14 years	18 years	Department preference; a significant portion of water is supplied by untreated well water; Lead and Copper are required for 12 years or 2 compliance cycles (some compliance cycles are nine years); Chemical is required for 10 years; 22 CCR 64400.20; 22 CCR 64690.80; 40 CFR 141.33(a); 22 CCR §64470
W&S-072	Water Utility	Correspondence	Water Conservation	2 years		2 years	Department preference; GC §34090 et seq.
W&S-073	Water Utility	Report	Water Pressure Charts	5 years		5 years	Department Preference; GC §34090 et seq.
W&S-074	Water Utility	Reference	Water Quality Reports / Consumer Confidence Reports	12 years	P	P	Department preference; State law requires 12 years, federal 10 years; 40 CFR 141.33(a); 22 CCR §64470

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W&S-075	Water Utility	Subject	Water Standards and Specifications	5 years		5 years	Department Preference; GC §34090
W&S-076	Water Utility	Correspondence	Water Usage Reports	2 years		2 years	Department preference; GC §34090 et seq.
W&S-077	Water Utility	Reference	Well Status Reports & Well Production Reports	P		P	Department preference; GC §34090
W&S-078	Water Utilities	Reference	Wells, Well Permits, Well Water Samples	P		P	Department preference; GC §34090
W&S-079	Depart. Providing Service / Work	Source	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)  (Hansen)	Indefinite		Indefinite	Data is interrelated; GC §34090
W&S-080	Depart. Providing Service / Work	Non-Record	Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b>	None		None	Preliminary drafts (the database is the original); GC §34090
W&S-081	Depart. Providing Service / Work	Subject	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years	City preference; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §34090

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
RESCINDING THAT PORTION OF RESOLUTION 12-7965  
APPLICABLE TO THE POLICE DEPARTMENT RECORDS  
RETENTION SCHEDULE AND APPROVING AND ADOPTING  
THE UPDATED RECORDS RETENTION SCHEDULE FOR THE  
POLICE DEPARTMENT**

**WHEREAS**, the purpose of the City's Records Retention Schedule is to establish the categories of records created or received by City departments and to clearly establish retention periods for how long records will be retained by the City consistent with Federal and State laws; and

**WHEREAS**, the City adopted a city-wide Records Retention Schedule for all departments including Police Department, August 28, 2012, by Resolution 12-7965; and

**WHEREAS**, significant changes have been made to state regulations and laws regarding the retention of certain Police records, and the Department has adopted new technologies and procedures, which taken together require that the current portion of the City's Records Retention Schedule pertaining to Police records be updated; and

**WHEREAS**, the City Council now desires to approve and adopt the Updated Records Retention Schedule for the Police Department, attached hereto, for the orderly and lawful maintenance of the Police Department's records..

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

1. That the portion of Resolution 12-7965 applicable to Police Department records is hereby rescinded; and
2. That the updated Police Department Record Retention Schedule, attached hereto and incorporated herein by reference, is hereby approved and adopted.
2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 24<sup>TH</sup> DAY OF JUNE 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:  
NOES: COUNCILORS:  
ABSENT: COUNCILORS:  
ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Police Records Retention Schedule



## Agenda Report

25-707

Agenda Date: 6/24/2025

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on Stadium Manager's Request to Execute an Amendment No. 1 to the Agreement with Integrated Communication Systems to Increase the Not to Exceed Amount by \$56,000, for a Total of \$408,000 Over a Three-Year Term, for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

As the Stadium Manager, Forty Niners Stadium Management Company, LLC, is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Stadium Management Agreement between the Stadium Authority, Stadium Manager, and Forty Niners SC Stadium Company, LLC (StadCo).

In 2023, the Stadium Manager conducted a Request for Proposals (RFP) Process. The highest-scoring proposer took exception to the terms and conditions agreed upon in their initial proposal response during the agreement execution stage. Representatives from the Stadium Manager and vendor attempted to resolve issues related to indemnity and liability provisions but could not mutually agree on the terms proposed by the vendor. The Stadium Authority Counsel reviewed the vendor's proposed language and concurred with the Stadium Manager's concerns. As such, the Stadium Manager recommended moving forward with the second-highest rated proposer in the Stadium Manager's RFP process, Integrated Communication Systems (ICS). The Stadium Manager's RFP provided the Stadium Manager the right to enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the Stadium Manager.

On May 23, 2023, the Stadium Authority Board approved an agreement with Integrated Communication Systems (ICS) to provide fire alarm testing, inspection, maintenance, and related services at Levi's Stadium (Agreement). The Agreement included an initial three-year term through March 31, 2026, with the option to extend the agreement for two additional one-year periods, in an amount not to exceed \$115,000 for the first contract year, \$117,000 for the second contract year, and \$120,000 for the third contract year, for a total not to exceed amount of \$352,000 over the three-year period. The Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

The Stadium Manager is requesting an approval of an Amendment No. 1 to the Agreement to

increase the contract amounts for Years two and three in the amounts of \$16,000 and \$40,000, respectively, resulting in a total not to exceed agreement amount of \$408,000 over the three-year term with the option to extend the agreement for two additional one-year periods. As Year 2 of the agreement concluded on March 31, 2025, approval of this request will also include retroactive approval from the Stadium Authority Board.

The recommendation memo submitted by the Stadium Manager contains additional details regarding the request.

### **DISCUSSION**

Regular testing of the fire alarm system is critical to the safe operation of the stadium. To maintain a consistent and safe operating environment for Non-NFL and NFL events, the vendor performs regular inspections of the fire alarm system, performs corrective maintenance as issues arise, and provides on-site response and emergency services as needed. Spending on fire alarm and smoke detector repairs has increased and exceeds the anticipated projections that were included during the original RFP process.

As such, the Stadium Manager is requesting to increase the agreement amount based on increased service needs. For Year 2, the Stadium Manager incurred an additional \$14,000 in costs for time-sensitive services that exceeded the original second contract year amount of \$117,000 and is requesting an additional \$2,000 to cover any late arriving invoices, for a total of \$133,000. Due to increased expenditures, the Stadium Manager is also requesting an additional \$40,000 for Year 3, for a total of \$160,000.

Based on the documentation and information provided, staff recommends approval of the Stadium Manager's request to execute an Amendment No. 1 to the Agreement to increase the contract amounts for contract years two and three in the amounts of \$16,000 and \$40,000, respectively, to ensure continuity of fire alarm system testing, inspection, and maintenance services at Levi's Stadium. As noted in the background section, the Stadium Authority Board previously authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

The Stadium Authority Counsel's Office has reviewed the Amendment No. 1 to the Agreement for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 1 or Agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

The proposed Amendment No. 1 increases the total not to exceed amount by \$56,000, from \$352,000 to \$408,000.

The Stadium Authority Fiscal Year (FY) 2025/26 Budget contains Shared Stadium Expenses (Shared Expenses) such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Expenses are split between the Stadium Authority and StadCo per the Stadium Lease between Stadium Authority and StadCo. There are sufficient funds in the FY 2025/26 Shared Stadium Expenses Engineering line item to cover Stadium Authority's portion (50%) of outstanding expenses for the second contract year (up to \$41,778) and the agreement cost for the third contract year (up to \$80,000).

### **COORDINATION**

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Offices.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Integrated Communication Systems (ICS) to increase the not to exceed amount to \$133,000 for the second contract year and \$160,000 for the third contract year, for a total not to exceed amount of \$408,000 over the three-year period, with the option to extend the agreement for two additional one-year periods, subject to budget appropriations.

Reviewed by: Chuck Baker, Assistant Executive Director

Approved by: Jovan D. Grogan, Executive Director

### **ATTACHMENTS**

1. Agreement with ICS
2. Amendment No. 1 to the Agreement with ICS
3. Stadium Manager's Recommendation Memo

**LEVI'S STADIUM GENERAL SERVICES AGREEMENT  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
INTEGRATED COMMUNICATION SYSTEMS**

This Agreement for the Performance of Services ("Agreement") is made and entered into on June 1, 2023 ("Effective Date") by and between INTEGRATED COMMUNICATION SYSTEMS, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").
- B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.
- E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of fire alarm testing, inspection, maintenance, and related services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

## TERMS

### 1. DEFINITIONS.

- A. **Affiliate:** shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.
- B. **Additional Indemnitees:** shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.
- C. **Default Rate:** shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.
- D. **Fiscal Year:** shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.
- E. **Hazardous Substance:** shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

- F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

## 2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

## 3. SERVICES TO BE PROVIDED.

- A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.
- B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.
- C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.
- D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section [8.F](#) hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.
- E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.
- G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or

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thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

**4. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

**5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.
- B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

**6. TERM OF AGREEMENT.**

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

**7. WARRANTY.**

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

**8. PERFORMANCE OF SERVICES.**

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.
- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (e.g., offsite parking areas) for the performance of all of Contractor's obligations under this Agreement.
- C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.
- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a

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suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will

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determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section [23.A](#) below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.
- H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.
- I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

**9. MONITORING OF SERVICES.**

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

**10. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

**11. RESPONSIBILITY OF CONTRACTOR.**

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.
- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain

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parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

- i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (e.g., a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.
- ii. Intentionally Left Blank.
- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or

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subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

## 12. COMPENSATION AND PAYMENT.

- A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."
- B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

## 13. TERMINATION OF AGREEMENT.

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (e.g., offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section [14](#); (v) Contractor fails to obtain and/or maintain required licenses and permits under Section [8.D](#); or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."
- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment),

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(3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.
- D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

#### 14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such

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transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

- C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

**15. NO THIRD-PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**16. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

**17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

**18. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

**19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.**

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

**20. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

**21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.**

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

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- B. If any claim, demand, action or proceeding is made or commenced by any third party (a **“Third Party Claims”**) against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor’s expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled “Insurance Requirements” and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

**27. SEVERABILITY CLAUSE.**

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

**28. WAIVER**

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

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Attention: Francine Hughes, Executive Vice President and General Manager  
Address: Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054

With a copy to: Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

And to Contractor as follows:

Attention: Legal Department  
Address: Integrated Communication Systems  
6680 Via Del Oro  
San Jose, CA 95119

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

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

**32. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation

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does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

**34. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

**35. LABOR COMPLIANCE REQUIREMENTS.**

- A. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.
- B. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.
- C. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for

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overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

- D. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- E. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the "Public Works Contractor Registration Certification" attached hereto as **Exhibit E** and incorporated herein by this reference prior to Agreement execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- F. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is

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responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

- i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.
- ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.
- iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.
- iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.
- v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.
- vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage

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compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

- vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

***[Signatures continued on next page]***

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

**STADIUM MANAGER:**

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

DocuSigned by:  
By:  \_\_\_\_\_  
9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

**CONTRACTOR:**

**INTEGRATED COMMUNICATION SYSTEMS**

DocuSigned by:  
By:  \_\_\_\_\_  
AB5273FD3EF4427...

Name: Aaron Colton

Title: President

**EXHIBIT A****SCOPE OF SERVICES**

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

**A. Overview**

- a. Contractor will provide Stadium Manager fire alarm testing, inspections, and maintenance services as specified in this Exhibit A and at the rates contained in Exhibit B, both of which are attached and incorporated into the Agreement, at Levi's Stadium for a multiyear period beginning June 1, 2023 through March 31, 2026, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.
- b. Testing, maintenance and inspection work will occur throughout the year at Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054. Testing, inspection and maintenance services are required on a recurring schedule. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium during the Term.

**B. General Requirements**

- a. Contractor must possess the appropriate certification(s), and experience with the EST3 fire alarm systems to perform the Services. Contractor's responsibilities will include performing fire alarm testing, inspection, and maintenance in accordance with both NFPA-72, California Fire Code, as they may be amended from time to time, and other applicable guidelines. Contractor's will coordinate in advance with Stadium Manager all testing, inspection, and maintenance that Contractor performs under this Agreement.
- b. Contractor will adhere to the prevailing wage and reporting requirements referenced in the Agreement and Exhibit G ("Prevailing Wage"), which is attached and incorporated into this Agreement.
- c. Contractor shall perform the work described herein and shall furnish all labor, equipment, tools, special skills and materials required to perform the Services.
- d. Contractor shall provide Stadium Manager and maintain a current list of emergency numbers for 24-hour emergency response. Contractor shall initiate remedial action with one (1) hour of notification. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion.
- e. Contractor shall provide the following categories of work:
  - i. Regular semi-annual and annual testing, inspection, and maintenance
  - ii. Corrective maintenance items found on regular testing and inspections
  - iii. Emergency services
  - iv. On-site response
  - v. Parts cost for modules, batteries, devices, switches, detectors, relays
  - vi. Provide parts for corrective maintenance – provide a percentage off manufacturers' list price
  - vii. Repair and Programming of alarm logic

**C. Minimum Qualifications**

- a. Contractor must possess, and continue to possess throughout the Term, the following minimum qualifications to be perform the Services under this Agreement:
  - i. Current C-10 Electrical Contractor License;

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- ii. EST3 Fire Alarm certification;
- iii. Knowledge regarding all other current alarm systems defined below;
- iv. State of California Fire/Life/Safety technician certification;
- v. State of California electrician certification;
- vi. Knowledge regarding NFPA-72 and California Fire Code;
- vii. Successfully have provided similar Fire Alarm Testing, Maintenance and Inspection services for a minimum of five (5) years for public assembly venues with a capacity of at least 20,000 patrons utilizing EST3 fire alarm systems.
- viii. Contractor's personnel providing onsite service must have a minimum of three (3) years' experience in providing similar Fire Alarm Testing, Maintenance and Inspection services to public assembly venues referenced in item 7 above.

#### D. System Description

- a. Contractor must be, and remain throughout the Term, knowledgeable regarding, and familiar with, EST3 fire alarm systems, including: modular hardware and software components, network components and rail modules (LRMs).

#### E. Preventive Maintenance

- a. Contractor will be responsible for performing the work detailed in the Preventive Maintenance section of the EST3 Installation and Service Manual. The Preventive Maintenance section of the EST3 Installation and Service Manual provides a scope for preventative maintenance governed by NFPA-72; however, Levi's Stadium was designed and permitted under the 2010 California Building Code (CBC) as amended by local amendments adopted by the City of Santa Clara. Contractor may propose additional testing and maintenance work to Stadium Manager based on contractor's experience with similar systems, but such work will be subject to prior authorization by Stadium Manager. Contractor is responsible for being thoroughly familiar with the EST3 preventative maintenance requirements, as well as any other requirements from the NFPA, and the California Fire Code, as they may be amended from time to time.
- b. Unless Stadium Manager has existing stock or replacement parts, Contractor will provide necessary replacement of deficient or inoperable devices, including for those deficient or inoperable devices found during the course of system testing, inspection or preventative maintenance, or those devices that have failed during operation in connection with its maintenance responsibilities. Contractor must only use original replacement components manufactured by the original equipment manufacturer or other compatible components to preserve U.L. Listings and meet NFPA requirements.

#### F. Emergency Services & Onsite Response

- a. Contractor will make emergency service response between scheduled tests available 24 hours a day/seven (7) days a week to minimize system down time. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion. Contractor will provide support via a telephone response within (thirty) 30 minutes of being notified of an emergency, and Contractor's service technicians shall be onsite within four (4) hours. Contractor will handle non-emergency calls, as determined by Stadium Manager, the next business day.

#### G. Levi's Stadium Alarm Detail

- a. Contractor will provide the Services, including fire alarm testing, inspection and maintenance work, for the fire alarm system devices referenced below:

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<b>FIRE ALARM SYSTEM DEVICES</b>	<b>QUANTITY</b>
Alarm	4
Auxiliary	442
Control	207
Indicating	1889
Initiating	841
Monitor	157
Supervisory	164
Kitchen Ansul Systems	55
<b>TOTAL DEVICES</b>	<b>3,759</b>

#### H. Service Delivery

Annual Testing: Testing of all devices on the fire alarm system (required once per year) shall be performed during normal business hours Monday through Friday, 7:30 a.m. to 4:30 p.m.

Semi-Annual Testing: Water Flow, Valve Tamper Devices and Batteries (required every six months) shall be performed during normal business hours.

1. Inspection times shall be between the hours of 7:30 a.m. to 4:30 p.m.
2. Test all common area notification appliance devices (Horns, Horn/Strobes, Strobes)
3. Test common area supervisory alarms, water flow switches, temper switches, back flow preventer switches, and PIV switches
4. Test common area pull stations, heat detectors, smoke detectors, duct detectors
5. Loading test batteries on remote power supplies and fire alarm control panel
6. Prepare and submit reports

All deficiencies must be corrected within 90 days of the initial inspection.

**EXHIBIT B****CONTRACTOR COMPENSATION AND FEES**

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

<b>Item</b>	<b>Description</b>	<b>6/1/2023 - 3/31/2024 Year One Pricing</b>	<b>4/1/2024 - 3/31/2025 Year Two Pricing</b>	<b>4/1/2025 to 3/31/2026 Year Three Pricing</b>
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	\$85,100.00	\$87,683.00	\$90,343.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	\$11,808.00	\$12,162.00	\$12,526.00
3	Labor Rates for Non-Contracted, Scheduled Work			
	Straight Time	\$165.00 per hour	\$175.00 per hour	\$185.00 per hour
	Overtime at 1.5 times	\$250.00 per hour	\$265.00 per hour	\$275.00 per hour
	Double Time	\$330.00 per hour	\$350.00 per hour	\$370.00 per hour

**Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:**

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

**Reimbursable Expenses for Non-Contracted Work:**

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

Agreement No: 10172

**Total Not to Exceed Amount for Three Years: \$352,000**

Year One – 6/1/23 through 3/31/24 - \$115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$117,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - \$120,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

**EXHIBIT C****INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER**

**Termination of Agreement for Certain Acts.**

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

Agreement No: 10172

- B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:
1. Stadium Manager determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or
  2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**EXHIBIT E**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>6</sup>

Name of Contractor: ICS Integrated Communication Systems

DIR Registration Number: 1000001138

DIR Registration Expiration: 06/30/2024

Small Project Exemption:  Yes or  No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor ICS Integrated Communication Systems

Signature  Aaron Colton  
AB5273FD3EF4427...

Name and Title Aaron Colton, President

Dated 5/24/2023

<sup>6</sup> If the Agreement is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT F**

**CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Services on this Agreement.

Name of Contractor: ICS Integrated Communication Systems

By:    
Signature

Aaron Colton  
Name (Print)

President  
Title (Print)

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR GENERAL SERVICES  
CONTRACT NUMBER 10172  
BETWEEN  
STADIUM MANAGER  
AND  
ICS INTEGRATED COMMUNICATION SYSTEMS**

**1. Parties and Date.**

This Amendment No. 1 to the Agreement to the Performance of Services by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and ICS Integrated Communication Systems, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 (“Contractor”), shall be effective on April 17, 2025 (“Effective Date”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled “Levi’s Stadium General Services Agreement By and Between Stadium Manager and ICS Integrated Communication Systems,” on June 1, 2023 (the “Agreement”) for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) of the Agreement from Contractor during the period of June 1, 2023 through March 31, 2026 (“Term”) in relation to Stadium Manager’s obligation to maintain and operate Levi’s® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit B, Contractor Compensation and Fees, to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

**3. Terms.**

3.1 Amendment: Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term “Event Service Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that Amendment No. 1

they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**ICS INTEGRATED COMMUNICATION  
SYSTEMS**

\_\_\_\_\_  
Francine Melendez Hughes  
Executive Vice President and General Manager

\_\_\_\_\_  
Aaron Colton  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B-1**

**CONTRACTOR COMPENSATION AND FEES**

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

<b>Item</b>	<b>Description</b>	<b>6/1/2023 - 3/31/2024 Year One Pricing</b>	<b>4/1/2024 - 3/31/2025 Year Two Pricing</b>	<b>4/1/2025 to 3/31/2026 Year Three Pricing</b>
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	\$85,100.00	\$87,683.00	\$90,343.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	\$11,808.00	\$12,162.00	\$12,526.00
3	Labor Rates for Non-Contracted, Scheduled Work			
	Straight Time	\$165.00 per hour	\$175.00 per hour	\$185.00 per hour
	Overtime at 1.5 times	\$250.00 per hour	\$265.00 per hour	\$275.00 per hour
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**Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:**

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

**Reimbursable Expenses for Non-Contracted Work:**

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

**Total Not to Exceed Amount for Three Years: \$408,000**

Year One – 6/1/23 through 3/31/24 - \$115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$133,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - \$160,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: June 13, 2025

To: Jovan Grogan  
Executive Director  
Santa Clara Stadium Authority

From: Francine Melendez Hughes  
Executive Vice President and General Manager  
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award for Integrated Communications Systems  
Contract Amendment

**Recommendation:**

On May 23, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Integrated Communication Systems (ICS) to provide fire alarm testing, inspection, maintenance, and related services with an option to renew for two one-year periods. The initial term of the agreement was from June 1, 2023 through March 31, 2026, with a not-to-exceed amount of \$352,000 over the three-year period.

The recommendation by SCSA staff was to award the three-year agreement with the option to extend for two additional one-year periods; and authorize the Executive Director to approve the exercise of the option to extend the agreement for up to two additional one-year periods with the same basic terms and conditions, subject to budget appropriations.

This request is for the SCSA's approval of an amendment to increase the contract amounts for contract years two and three in the amounts of \$16,000 and \$40,000, respectively, resulting in a total increase of \$56,000 in the overall contract amount. For on-call service agreements, such as the subject agreement with ICS, the Stadium Manager tracks actual costs incurred to monitor historical spend by vendor, by date. We use this system to track spending against the not to exceed amount in each vendor's contract (by contract year). As we have transitioned our ERP from Great Plains to Business Central, we are currently tracking the "contract year" spend in Excel using data from the ERP.

Regular testing of the fire alarm system is critical to the safe operation of the stadium. To maintain a consistent and safe operating environment for Non-NFL and NFL events, the vendor performs regular inspections of the EST3 fire alarm system, performs corrective maintenance as issues arise, and provides on-site response and emergency services as needed.

Spending on fire alarm and smoke detector repairs has increased and exceeds the anticipated projections that were included during the original RFP process.

In the case of ICS, we incurred approximately \$14,000 in costs late in the FY24/25 fiscal year, including battery replacements, smoke alarm replacements, and panel faults which we needed to address on a priority basis. We proceeded with those repairs recognizing that it would cause us to exceed the ICS "contract year" spend by approximately \$14,000, but did so understanding that due to the inherent risk, we needed to address potential issues in the fire alarm system as soon as they were identified. We would have preferred to request approval from the SCSA to increase the "not to exceed" in the ICS contract prior to incurring those costs; however, we felt it was important to address the time-sensitive issues immediately, and we had ample room in the approved SCSA budget to do so. The proposed budget increase of \$16,000 for FY24/25 consists of the \$14,000 in additional spending, plus an allowance of \$2,000 to cover any late arriving invoices from this vendor.

The original contract value is \$352,000, and the new contract value will be \$408,000 upon approval of the amendment. The cost for ICS's service, inclusive of the proposed increase, is covered in both the FY24/25 SCSA Budget and FY25/26 SCSA Budget, Engineering Department budget, as a shared expense. Accordingly, there is no need for a budget amendment.

The breakdown of costs are as follows for the three-year period:

- Total not to exceed amount for three years accounting for proposed increase in contract amount: \$408,000
  - Year One – 4/19/23 through 3/31/24 - \$115,000
  - Year Two – 4/1/24 through 3/31/25 - \$133,000
  - Year Three – 4/1/25 through 3/31/26 - \$160,000

The following have been attached as supporting documentation:

1. SCSA Board Agenda for May 23, 2023  
(Recommendation for Award Memo from Stadium Manager)
2. Executed agreement with Integrated Communication Systems dated June 1, 2023
3. Proposed amendment with ICS to increase the NTE by \$56,000

Submitted By: Signed by:  
*Francine Melendez Hughes* Date: 6/18/2025  
D00025FBC0A74A3...  
Francine Melendez Hughes, Executive Vice President and General Manager



## Agenda Report

25-649

Agenda Date: 6/24/2025

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on Stadium Manager's Request to Approve an Amendment No. 4 to the Agreement with Bear Electrical Solutions, LLC to Extend the Term through May 4, 2026 and Increase the Not to Exceed Amount by \$250,000, for a Total of \$2,020,000 Over a Five-Year Term, for On-Call Electrical Maintenance and Repair Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

As the Stadium Manager of Levi's Stadium, Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Stadium Management Agreement between the Stadium Authority, Forty Niners SC Stadium Company LLC (StadCo), and Stadium Manager.

As described in an April 20, 2021 report to the Stadium Authority Board (Board), the Stadium Manager conducted a Request for Proposals (RFP) process for electrical and maintenance repair services for the Stadium. Four proposals were received and after the evaluation process, Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. were selected as the most competitive and responsive bidders to perform the required scope of work. The Stadium Manager recommended award to both vendors for the purpose of having master agreements in place for electrical and maintenance repair services and planned to use the vendors for specific task orders and award work based on responsiveness, availability, cost, and expertise. On April 20, 2021, the Stadium Authority Board approved the Stadium Manager's request to execute agreements with both vendors to perform electrical maintenance and repair services at Levi's Stadium.

The Agreement with Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, (Agreement) (Attachment 1) included an initial term of three years with the option to extend for two additional one-year periods, in an amount not to exceed \$250,000 per contract year, for a total not to exceed amount of \$750,000 over the three-year period beginning May 5, 2021 through May 4, 2024.

The Stadium Authority Board approved subsequent requests from the Stadium Manager to execute an 1) Amendment No. 1 to the Agreement to increase the not to exceed amount from \$250,000 to \$500,000 for the first year of the agreement term, for a total not to exceed amount of \$1,000,000 over the initial three-year term, to cover costs associated with the Levi's Signage Repairs CapEx Project; 2) Amendment No. 2 to the Agreement to increase the not to exceed amount for the second year of the agreement term from \$250,000 to \$670,000, for a total not to exceed amount of \$1,420,000 over the three-year term, to cover costs associated with the Levi's Naming Rights Existing Signage

Lighting and Driver Repair CapEx Project; and 3) Amendment No. 3 to the Agreement to extend the term through May 4, 2025, with an option to extend for one additional year, in an amount not to exceed \$350,000 for the fourth contract year and a total not to exceed amount of \$1,770,000 over the four-year term. The agreement amendments are attached to the report (Attachments 2, 3 and 4).

The Stadium Manager is requesting approval to execute an Amendment No. 4 to the Agreement to extend the term through May 4, 2026, in an amount not to exceed \$250,000 for the fifth contract year, and to increase the not to exceed amount to \$2,020,000 over the five-year term (Attachment 5).

A recommendation memo was submitted describing the Stadium Manager's request in more detail (Attachment 6).

## **DISCUSSION**

The Stadium is a 1.8 million square foot facility that utilizes complex electrical systems that requires a contractor's expertise, on-call, and as needed services to provide the required maintenance and repair of the electrical components throughout the Stadium. These services include repairing power connections for equipment, replacing circuit breakers, troubleshooting electrical malfunctions, and testing and repairing various electrical systems. This vendor also provides similar services on the low voltage systems at the stadium, such as device controls and communications. There is a continued need for these services from a contractor capable of handling the wide range of electrical repairs and maintenance required for the Stadium.

The original Agreement included an initial term of three years with the option to extend for two additional one-year periods. The Stadium Manager exercised one of those options through an Amendment No. 3. to the Agreement and is now requesting to exercise the last option.

For the proposed extension, Bear Electrical Solutions requested a rate increase of approximately 3%, which is within the Consumer Price Index (CPI) increase experienced by the region since rates for the fourth contract year were approved in 2024. The proposed compensation rates are outlined under Exhibit G-2 and reflect a 3% increase from Year 4 for all job categories except two (one of those categories includes a 1% rate increase and the other includes a 6% increase for only Sundays and holidays and a 3% increase for the remaining weekdays, daily, and Saturday rates).

Based on the information above and review of the Stadium Manager's request, staff recommends approval of the Stadium Manager's request to execute an Amendment No. 4 to the Agreement to ensure continuity of electrical maintenance and repair services at Levi's Stadium.

The Stadium Authority Counsel's Office has reviewed the Amendment No. 4 to the Agreement for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 4 or Agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good

faith.

### **ENVIRONMENTAL REVIEW**

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

### **FISCAL IMPACT**

The proposed Amendment No. 4 increases the total not to exceed amount by \$250,000, from \$1,770,000 to \$2,020,000.

The Stadium Authority Fiscal Year (FY) 2025/26 Budget contains Shared Stadium Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Stadium Expenses are split 50/50 between the Stadium Authority and StadCo per the Stadium Lease. There are sufficient funds in the FY 2025/26 Shared Stadium Expenses Engineering line item to cover Stadium Authority’s fifty percent (50%) of the Shared Stadium Expenses portion of the agreement cost for the fifth contract year (up to \$125,000). As the agreement term covers multiple fiscal years (FY 2025/26 and FY 2026/27), the term for FY 2026/27 is conditioned upon approval of the Stadium Authority budget for that fiscal year.

### **COORDINATION**

This report has been coordinated with the Stadium Authority Counsel and Treasurer’s Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Approve the Stadium Manager’s request to execute an Amendment No. 4 to the Agreement with Bear Electrical Services, LLC to extend the term through May 4, 2026, in an amount not to exceed \$250,000 for the fifth contract year and a total not to exceed amount of \$2,020,000 over the five-year term, subject to budget appropriations.

Reviewed by: Chuck Baker, Assistant Executive Director

Approved by: Jovan D. Grogan, Executive Director

### **ATTACHMENTS**

1. Agreement with Bear Electrical Solutions
2. Amendment No. 1 to the Agreement with Bear Electrical Solutions
3. Amendment No. 2 to the Agreement with Bear Electrical Solutions
4. Amendment No. 3 to the Agreement with Bear Electrical Solutions
5. Proposed Amendment No. 4 to the Agreement with Bear Electrical Solutions

6. Stadium Manager's Recommendation to Amend Agreement Memo

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this **Fifth day of May, 2021** by and between the **FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("Stadium Manager") and **BEAR ELECTRICAL SOLUTIONS, INC.**, a California Corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-7 Low Voltage Systems and C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

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- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2024**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

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uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be reemployed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

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3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

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3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and onehalf (1 1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The

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responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**3.7.12 Contractor and Subcontractor Registration.** Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

**3.7.13 Labor Compliance; Stop Orders.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.8 Performance of Work; Jobsite Obligations.**

#### **3.8.1 Water Quality Management and Compliance, if Applicable.**

**3.8.1.1 Water Quality Management and Compliance.** Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

**3.8.1.2 Compliance with the Statewide Construction General Permit.** Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or

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sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

### **3.8.1.3 Other Water Quality Rules Regulations and Policies.**

Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

### **3.8.1.4 Cost of Compliance.**

Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

### **3.8.1.5 Liability for Non-Compliance.**

Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

### **3.8.1.6 Reservation of Right to Defend.**

Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

### **3.8.1.7 Training.**

In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

### **3.8.2 Safety.**

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of

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work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown

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physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the

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California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors

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who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

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3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

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3.13.3.5 **Contractor's Equipment Insurance.** Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 **Verification of Coverage.** Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 **Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 **Reporting of Claims.** Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### **3.14 Bond Requirements.**

3.14.1 **Payment Bond.** If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference,

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Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any nonconforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or nonconformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the

## **Contract Number: 10050-B**

Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or nonconforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### **3.16 Employee/Labor Certifications.**

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### **3.17 General Provisions.**

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's

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Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

**CONTRACTOR:**

Attn: Brent Paulson, Regional Manager  
Bear Electrical Solutions, Inc.  
Brent@Bear-Electrical.com

**STADIUM MANAGER:**

General Manager  
Forty Niners Stadium Management Company LLC  
StadiumGM@49ers-smc.com

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With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

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solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16        Certification of License.

3.17.16.1       Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2       Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17        Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18        Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19        Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20        Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

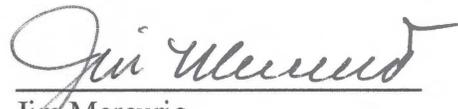
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**SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND BEAR ELECTRICAL SOLUTIONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the Fifth day of May, 2021.

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

BEAR ELECTRICAL SOLUTIONS, INC.

By:   
Jim Mercurio  
Executive Vice President &  
General Manager

By:   
Its: VICE PRESIDENT  
Printed Name: ROBERT ASUNCION

ATTEST:

By:   
Jihad Beauchman  
Vice President, Deputy General Counsel

**EXHIBIT "A"**

**SCOPE OF WORK**

**A. SCOPE OF WORK**

Troubleshoot, repair, remove and install electrical equipment and components, typically found in a large sports stadium, rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

<b>Priority Level</b>	<b>Type</b>	<b>Response Time</b>
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
  - a. Power connections for electric-powered equipment;

- b. Circuit breaker replacement;
  - c. Disconnect replacement;
  - d. Fuse replacement;
  - e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
  - f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation and wire types;
  - g. Transformer removal and replacement;
  - h. Sub-panel removal and replacement;
  - i. Electrical devices, including receptacles, switches, etc. Repair, removal or replacement;
  - j. Motor, starters, controllers, and variable frequency drives. Repair, removal or replacement;
  - k. Automatic transfer switches;
  - l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Trouble shoot and repair; replace batteries as necessary;
  - m. Troubleshoot and repairs to back-up power systems;
  - n. Install or repair electric vehicle charging equipment;
  - o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
  - p. Work in electric duct banks; and
  - q. Fiber optic cable repair, replacement, installation.
2. Lighting and physical security work, including, but not limited to, the following:
- a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
  - b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
  - c. Ballast removal and replacement, including HID, fluorescent, etc.;
  - d. New lighting fixture installation, all types;
  - e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
  - f. Provision of temporary lighting, as necessary; and
  - g. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.
3. Testing & Maintenance:
- a. Arc Flash assessment;
  - b. Infrared inspection;
  - c. Coordination study;
  - d. Switch gear testing;
  - e. Emergency generator testing;
  - f. Power monitoring;
  - g. Motor control center cleaning; and
  - h. Ground fault testing.

**B. GENERAL REQUIREMENTS**

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.
2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.
3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.
4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.
5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.
6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.
7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.
8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.
9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
  - a. Date of Service
  - b. Name of Technician(s)
  - c. Description of Service(s)
10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.
11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code

requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at <https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>
14. Contractor shall maintain all necessary licenses to perform the work specified herein.
15. Contractor shall be in compliance with applicable prevailing wage laws and the California Labor Code.
16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings and all other project contract documents to the Stadium Manager.
19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.
20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

- a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
- b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.
- c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.
- d. Protect all adjacent surfaces as required by field conditions.

### **C. REGULATIONS AND STANDARDS**

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration (“OSHA”); National Electrical Code (“NEC”); National Fire Codes published by the National Fire Protection Association (“NFPA”); California Administrative Codes (“CAC”); Uniform Building Code (“UBC”); Uniform Plumbing Code (“UPC”); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor’s work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

Plans and Specifications shall be provided and made a part of each individual Task Order.

**EXHIBIT "C"**

**SPECIAL CONDITIONS**

**ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

BEAR ELECTRICAL SOLUTIONS, INC.

By:   
Signature

ROBERT ASUNCION  
Name (Print)

VICE PRESIDENT  
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

DIR Registration Number: 1000002158

DIR Registration Expiration: 6/30/2022

Small Project Exemption:  Yes or  No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor BEAR ELECTRICAL SOLUTIONS, INC.

Signature 

Name and Title ROBERT ASUNCION - VICE PRESIDENT

Dated 5/3/2021

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to Bear Electrical Solutions, Inc. (hereinafter referred to as the "Contractor") a California corporation, an agreement for Levi's Stadium On-Call Electrical Maintenance and Repair Contract (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated May 5, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Bear Electrical Solutions, Inc., the undersigned Contractor and Harco National Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Seven Hundred Fifty Thousand and 00/100 DOLLARS, (\$750,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

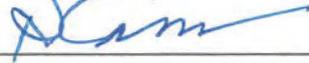
Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021).

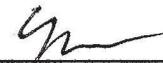
(Corporate Seal)

Bear Electrical Solutions, Inc.  
 Contractor/ Principal  
 By   
 ROBERT ASUNCION  
 Title VICE PRESIDENT

(Corporate Seal)

Harco National Insurance Company

Surety

By 

Yvonne Roncagliolo - Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

The rate of premium on this bond is \$12.44 per thousand. The total amount of premium charges, \$ 9,328.00.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Harco National Insurance Company  
2999 Oak Rd., #820  
Walnut Creek, CA 94597

(Name and Address of Agent or Representative for service of process in California, if different from above)

Vivian Imperial  
818 West Seventh, Suite 930, Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: (925) 256-8760  
Agent for Service: (213) 627-8252

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Clara )

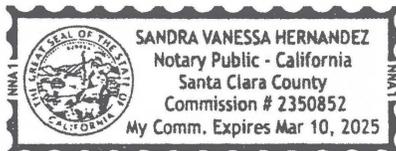
On 05/03/2021 before me, Sandra Hernandez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Contra Costa }

On 4-28-2021 before me, Christina Burton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature CB Burton  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Yvonne Roncagliolo

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0798224

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLILO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

Irene Martins, Assistant Secretary

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed May 5, 2021 has awarded to Bear Electrical Solutions, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Levi's Stadium On-Call Electrical Maintenance and Repair Contract (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated May 5, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Harco National Insurance Company as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract Number: 10050-B

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021.

(Corporate Seal)

Bear Electrical Solutions, Inc.  
Contractor/Principal  
By [Signature]  
ROBERT ASUNCION  
Title VICE PRESIDENT

(Corporate Seal)

Harco National Insurance Company  
Surety  
By [Signature]  
Yvonne Roncagliolo, Attorney-in-Fact  
Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )

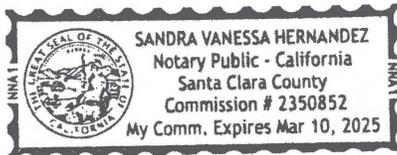
On 05/03/2021 before me, Sandra Hernandez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Sandra Hernandez*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of Contra Costa }

On 4-28-2021 before me, Christina Burton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature CBurton  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Yvonne Roncagliolo

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

~~Signer's Name: \_\_\_\_\_~~

~~Corporate Officer – Title(s): \_\_\_\_\_~~

~~Partner –  Limited  General~~

~~Individual  Attorney in Fact~~

~~Trustee  Guardian or Conservator~~

~~Other: \_\_\_\_\_~~

~~Signer is Representing: \_\_\_\_\_~~

**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

Irene Martins, Assistant Secretary

**EXHIBIT "G"**

**RATE SCHEDULE**

	<b>Billable Labor Rates</b>	<b>Straight Time/Weekday</b>	<b>Daily</b>	<b>Saturday</b>	<b>Sunday &amp; Holiday</b>
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$120.00	\$148.00	\$148.00	\$176.00
2	COMM & System Tech	\$128.00	\$161.00	\$160.00	\$195.00
3	Inside Wireman, Technician	\$182.00	\$230.00	\$230.00	\$275.00
4	Cable Splicer	\$195.00	\$250.00	\$250.00	\$305.00
5	Material Handler	\$101.00	\$125.00	\$125.00	\$145.00
6	Material Handler – Fourth Six Months	\$94.00	\$115.00	\$115.00	\$135.00
7	Material Handler – Third Six Months	\$90.00	\$107.00	\$107.00	\$125.00
8	Material Handler – Second Six Months	\$85.00	\$100.00	\$100.00	\$115.00
9	Material Handler – First Six Months	\$63.00	\$77.00	\$77.00	\$91.00
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$136.00	\$197.00	\$197.00	\$197.00
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$142.00	\$207.00	\$207.00	\$207.00
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$148.00	\$218.00	\$218.00	\$218.00
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$155.00	\$229.00	\$229.00	\$229.00
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$160.00	\$240.00	\$240.00	\$240.00
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$167.00	\$250.00	\$250.00	\$250.00
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

**1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

**2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

**3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

**EXHIBIT "H"  
SAMPLE TASK ORDER FORM  
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**TASK ORDER**

Task Order No. [REDACTED]

Contract: Levi's Stadium On-Call Electrical Maintenance and Repair Services

Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** [INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Liquidated Damages for this Task Order:** \$XXX per day.

**Completion Date:** [REDACTED], 20 [REDACTED]

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**BEAR ELECTRICAL SOLUTIONS,  
INC.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT G  
LABOR COMPLIANCE ADDENDUM**

<b>Contract Title:</b>	Levi's Stadium On-Call Electrical Maintenance and Repair Services
<b>CONTRACTOR (Supplier) Name and Address</b>	BEAR ELECTRICAL SOLUTIONS, INC. 1252 STATE ST / P.O. BOX 924 ALVISO CA 95002

This Contract 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](http://www.dir.ca.gov). 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](http://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 Stadium Manager, 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 Stadium Manager 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 Stadium Manager, 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 Stadium Manager for any fines assessed by the California Department of Industrial Relations against the Stadium Manager 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.

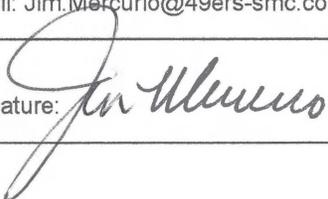
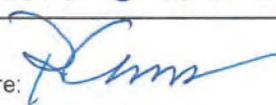
#### **B. Audit Rights**

All records or documents required to be kept pursuant to this Contract to verify compliance with this Addendum shall be made available for audit at no cost to Stadium Manager, at any time during regular business hours, upon written request. Copies of such records or documents shall be provided to Stadium Manager for audit at Levi's Stadium 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 Contract.

#### **C. Enforcement**

1. Stadium Manager 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., Stadium Manager may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.
  
2. The Stadium Manager 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 Stadium Manager can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the Stadium Manager 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 Contract or a waiver of the right to withhold payment for any subsequent breach of this Contract.

Stadium Manager, the Santa Clara Stadium Authority, 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.

<u>Stadium Manager</u>	<u>Contractor (Supplier)</u>
Name: Jim Mercurio	Name: ROBERT ASUNCION
Title: EVP, Stadium Operations and General Manager	Title: VICE PRESIDENT
Email: Jim.Mercurio@49ers-smc.com	Email: ROBERT@BEAR-ELECTRICAL.COM
Signature:  Date: 5/4/21	Signature:  Date: 5/3/21

**AMENDMENT NO. 1**

**TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT**

**BETWEEN**

**THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**AND**

**BEAR ELECTRICAL SOLUTION, INC.**

**1. Parties and Date.**

This Amendment No. 1 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this Eighth day of September, 2021, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 **Contractor.** The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 **Amendment Purpose.** The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 **Amendment Authority.** This Amendment No. 1 is authorized pursuant to Section 3.7.1 of the Agreement.

**3. Terms.**

3.1 **Amendment.** Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 **Amount of Compensation.** As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTION, INC.**

**FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**BEAR ELECTRICAL SOLUTION, INC.**

Approved By  
DocuSigned by:

DocuSigned by:

*Jim Mercurio*

*Robert Asuncion*

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Signature

Jim Mercurio  
Executive Vice President & General Manager

Robert Asuncion

Name

9/8/2021

vice President

Title

Date

9/8/2021

Date

**AMENDMENT NO. 2**

**TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT**

**BETWEEN**

**THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**AND**

**BEAR ELECTRICAL SOLUTION, INC.**

**1. Parties and Date.**

This Amendment No. 2 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 28th day of May, 2022, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.1 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars (\$670,000) for the second year of the Contract term, and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO LEVI'S STADIUM ON-CALL  
ELECTRICAL MAINTENANCE AND REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC  
AND BEAR ELECTRICAL SOLUTION, INC.**

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY, LLC**

DocuSigned by:

*Jim Mercurio*

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\_\_\_\_\_  
Jim Mercurio  
Executive Vice President &  
General Manager

5/27/2022

\_\_\_\_\_  
Date

**BEAR ELECTRICAL SOLUTION, INC.**

DocuSigned by:

*Andrew Bader*

72570D1BBC5B48D...

\_\_\_\_\_  
Andrew Bader  
Chief Financial Officer

5/27/2022

\_\_\_\_\_  
Date

**AMENDMENT NO. 3  
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT  
BETWEEN  
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC  
AND  
BEAR ELECTRICAL SOLUTIONS, INC.**

**1. Parties and Date.**

This Amendment No. 3 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 5th day of May, 2024, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the term and increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Sections 3.3 and 3.7.1 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2025**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for one (1) additional one (1) year period. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair

schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.2 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G-1" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars (\$670,000) for the second year of the Contract term, Two Hundred Fifty Thousand Dollars (\$250,000) for the third year of the Contract term, and Three Hundred Fifty Thousand Dollars (\$350,000) for the fourth year of the Contract term, without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.3 Amendment. Exhibit "G" is hereby deleted in its entirety and replaced with Exhibit "G-1", a copy of which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.6 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTIONS, INC.**

**FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**BEAR ELECTRICAL SOLUTIONS, INC.**

DocuSigned by:  
  
9DD87D1CEC5C46E...  
**Peter Wilhelm**  
Chief Financial Officer

DocuSigned by:  
  
A76C1D950C...  
**Andrew Bader**  
Chief Financial Officer

4/14/2024  
Date

4/14/2024  
Date

**EXHIBIT “G-1”****RATE SCHEDULE FOR PERIOD 5/5/2024 THROUGH 5/4/2025**

	<b>Billable Labor Rates</b>	<b>Straight Time/Week day</b>	<b>Daily</b>	<b>Saturday</b>	<b>Sunday &amp; Holiday</b>
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$123.84	\$152.74	\$152.74	\$181.63
2	COMM & System Tech	\$132.10	\$166.15	\$165.12	\$201.24
3	Inside Wireman, Technician	\$187.82	\$237.36	\$237.36	\$283.80
4	Cable Splicer	\$201.24	\$258.00	\$258.00	\$314.76
5	Material Handler	\$104.23	\$129.00	\$129.00	\$149.64
6	Material Handler – Fourth Six Months	\$97.01	\$118.68	\$118.68	\$139.32
7	Material Handler – Third Six Months	\$92.88	\$110.42	\$110.42	\$129.00
8	Material Handler – Second Six Months	\$87.72	\$103.20	\$103.20	\$118.68
9	Material Handler – First Six Months	\$65.02	\$79.46	\$79.46	\$93.91
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$140.35	\$203.30	\$203.30	\$203.30
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$146.54	\$213.62	\$213.62	\$213.62
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$152.74	\$224.98	\$224.98	\$224.98
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$159.96	\$236.33	\$236.33	\$236.33
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$165.12	\$247.68	\$247.68	\$247.68
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$172.34	\$258.00	\$258.00	\$258.00
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

**1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

**2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

**3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

**AMENDMENT NO. 4  
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT  
BETWEEN  
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND  
BEAR ELECTRICAL SOLUTIONS, LLC.**

**1. Parties and Date.**

This Amendment No. 4 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 5th day of May, 2025, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, a California limited liability company, with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the term and increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Sections 3.3 and 3.7.1 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2026**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones

established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.2 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G-2" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars (\$670,000) for the second year of the Contract term, Two Hundred Fifty Thousand Dollars (\$250,000) for the third year of the Contract term, Three Hundred Fifty Thousand Dollars (\$350,000) for the fourth year of the Contract term, and Two Hundred Fifty Thousand Dollars (\$250,000) for the fifth year of the Contract Term.

3.3 Amendment. Exhibit "G-1" is hereby deleted in its entirety and replaced with Exhibit "G-2", a copy of which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.6 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO LEVI'S STADIUM ON-CALL  
ELECTRICAL MAINTENANCE AND REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND  
BEAR ELECTRICAL SOLUTIONS, LLC.**

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**BEAR ELECTRICAL SOLUTIONS, LLC**

\_\_\_\_\_  
Francine Melendez Hughes  
Executive Vice President and General Manager

\_\_\_\_\_  
Andrew Bader  
Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT “G-2”**

**RATE SCHEDULE FOR PERIOD 5/5/2025 THROUGH 5/4/2026**

	<b>Billable Labor Rates</b>	<b>Straight Time/Week day</b>	<b>Daily</b>	<b>Saturday</b>	<b>Sunday &amp; Holiday</b>
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$127.55	\$157.32	\$157.32	\$192.22
2	COMM & System Tech	\$136.06	\$171.13	\$170.07	\$207.28
3	Inside Wireman, Technician	\$193.45	\$244.48	\$244.48	\$292.31
4	Cable Splicer	\$207.27	\$ 265.74	\$265.74	\$324.28
5	Material Handler	\$107.35	\$132.87	\$132.87	\$154.13
6	Material Handler – Fourth Six Months	\$99.92	\$122.24	\$122.24	\$143.50
7	Material Handler – Third Six Months	\$95.66	\$113.73	\$113.73	\$132.87
8	Material Handler – Second Six Months	\$90.35	\$106.30	\$106.30	\$122.24
9	Material Handler – First Six Months	\$66.97	\$ 81.84	\$81.84	\$96.73
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$144.56	\$209.40	\$209.40	\$ 209.40
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$150.93	\$ 220.02	\$220.02	\$ 220.02
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$157.32	\$231.73	\$231.73	\$231.73
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$ 164.76	\$243.42	\$243.42	\$243.42
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$ 170.07	\$255.11	\$255.11	\$255.11
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$ 177.51	\$265.74	\$265.74	\$265.74
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

### **1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

### **2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

### **3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: May 19, 2025

To: Jovan Grogan  
Executive Director  
Santa Clara Stadium Authority

From: Francine Melendez Hughes  
Executive Vice President and General Manager  
Forty Niners Stadium Management Company LLC

Subject: Recommendation to Amend Agreement with Bear Electrical Solutions, LLC. for On-Call Electrical Maintenance and Repair Services at Levi's Stadium for year 5

**Recommendation**

Recommend approval for Stadium Manager to execute the fourth amendment to the Agreement with Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, for on-call electrical maintenance and repair services at Levi's Stadium to extend the Term of the Agreement for a fifth year from May 5, 2025, to May 4, 2026. The total compensation paid to Bear Electrical Solutions, LLC, for the contract year shall not exceed \$250,000. Total compensation for the five-year Term shall not exceed \$2,020,000.

Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for the Stadium on a continual, year-round basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium is a 1.8 million square foot facility completed in 2014. It utilizes complex electrical components matching the size and age of the facility. Stadium Manager determined that having a list of qualified, experienced bench of contractors to provide electrical and repair services at the Stadium on an on-call, "as needed," basis was necessary to provide the required management services. Therefore, it was determined that it would be in Stadium Manager's best interest to solicit proposals from contractors capable of handling a wide range of electrical repairs and establish term contracts.

Pursuant to a formal solicitation process, on April 20, 2021, Stadium Manager recommended and received approval from the Santa Clara Stadium Authority (SCSA) Board to establish agreements with Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, and Cupertino Electric, LLC, for on-call electrical maintenance and repair services at Levi's Stadium for a three-year period with an option to extend the agreements for two additional one-year periods. The amount of each agreement was not to exceed \$250,000 per contract year without prior approval from the SCSA. Total compensation was not to exceed \$750,000 under each agreement. Stadium Manager executed an Agreement with Bear Electrical Solutions, LLC for a three-year period beginning May 5, 2021 and ending May 4, 2024 with an option to extend the term for two additional one year periods, and executed an Agreement with Cupertino Electric, Inc. for a three-



## FORTY NINERS STADIUM MANAGEMENT COMPANY

year period beginning May 1, 2021 through April 30, 2024 with an option to extend the term for two additional one year periods.

During the term of the Agreement, Stadium Manager recommended and received approval from the SCSA Board to issue amendments to augment the compensation to Bear Electrical Solutions, LLC, to complete two SCSA Capital Expenditure projects. The total not to exceed amount of the Agreement with Bear Electrical Solutions, Inc. was increased from \$750,000 to \$1,420,000 for the three-year period. Similarly, the Agreement with Cupertino Electric, Inc. was amended to increase the maximum compensation from \$750,000 to \$1,264,000 to complete a SCSA Capital Expenditure project pursuant to approval from the SCSA Board.

Stadium Manager recommended and received approval from the SCSA Board to extend the Agreement with Bear Electrical Solutions, LLC, for a fourth year beginning May 5, 2024 with a not to exceed compensation amount of Three Hundred and Fifty Thousand dollars (\$350,000) for the contract year. Bear Electrical Solutions, LLC, requested a rate increase of approximately 3.0 percent which is in line with CPI increase for this region. Because Bear Electrical Solutions, LLC was to be the sole provider of on-call electrical services, Stadium Manager requested an increase in total compensation for the year to compensate for the reduction in service providers. Taking into consideration the maximum compensation of \$350,000 for year four of the Agreement, the aggregate compensation paid to Bear Solutions, LLC, at the conclusion of year four of the Agreement was \$1,770,000.

Stadium Manager has a continued need for on-call electrical maintenance and repair services. To provide a consistent and safe operating environment for Non-NFL and NFL events, these services include repairing power connections for equipment, replacing circuit breakers, troubleshooting electrical malfunctions, and testing and repairing various electrical systems. This vendor also provides similar services on the low voltage systems at the stadium, such as device controls and communications.

Bear Electrical Solutions, LLC remains the sole on-call provider for electrical maintenance and repair services. Therefore, Stadium Manager recommends and seeks SCSA approval to execute an Amendment to extend the Agreement with Bear Electrical Solutions, LLC for on-call electrical maintenance and repair services for a fifth year beginning on May 5, 2025 and ending on May 4, 2026, with a not to exceed compensation amount of Two Hundred and Fifty Thousand Dollar (\$250,000.) Bear Electrical Solutions, LLC requested an hourly rate hike of approximately 3% which is in line with the CPI for the region. Taking into consideration the addition of \$250,000 compensation for year five of the Agreement, the total compensation paid to Bear Electrical Solutions, Inc. would be \$2,020,000.

Stadium Manager intends to issue a formal solicitation prior to the expiration of this contract to seek and maintain a bench of qualified firms to support our needs for on-call electrical services.



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

**Fiscal Impact**

The cost for this service is included in the FY25/26 SCSA Budget, Engineering Department budget, as a shared expense.

The following have been attached as supporting documentation:

1. SCSA Board Agenda for April 20, 2021  
(Recommendation for Award Memo from Stadium Manager)
2. Executed agreement with Bear Electrical Solutions, LLC
3. Proposed amendment with Bear Electrical Solutions, LLC to execute year five of the agreement with an NTE \$250,000

Submitted By: DocuSigned by: Francine Hughes Date: 5/19/2025  
D00025FBC0A7A3  
Francine Melendez Hughes, Executive Vice President and General Manager



## Agenda Report

25-737

Agenda Date: 6/24/2025

### REPORT TO CITY COUNCIL

#### SUBJECT

Study Session on the Draft Revisions to the El Camino Real Specific Plan

#### BACKGROUND

Staff is working with a consultant, Raimi & Associates, to complete preparation of a revised draft of the El Camino Real Specific Plan, per prior City Council direction. Initial preparation of the Specific Plan took place between 2017 and 2021, including multiple City Council check-ins. The first completed draft Specific Plan was presented to the City Council in June of 2021. The subsequent City Council actions are summarized below.

#### 2021 City Council Action Summary

At the June 15, 2021 City Council meeting, the Council reviewed the draft El Camino Real Specific Plan and directed staff to significantly modify the three proposed Specific Plan General Plan Land Use Designations so that the maximum heights for the three designations would be two, three, and four stories, respectively, and to modify the allowed densities to correspond to these heights. At that time, there was concern from community members and some Council members that the proposed height and density would impact the surrounding single-family neighborhoods on the north side of El Camino.

On July 6, 2021, staff returned to the City Council to provide direction on the next steps for the El Camino Real Specific Plan. Staff explained that the revised height limits would likely correspond to significant reductions in land density from what had been previously studied in the project Environmental Impact Report (EIR) and require additional funding for California Environmental Quality Act (CEQA) analysis. Based on this, the City Council voted to direct staff to move forward with the significant modification consistent with the reduced densities and height as directed by the Council at the June 15, 2021 hearing, including revision to and recirculation of the project EIR.

On September 28, 2021, staff provided the City Council with more specific information on the process and costs to revise the Specific Plan per the prior direction. The Council then further directed staff to proceed with the preparation of the new, reduced density Specific Plan while also continuing to consider the original draft Specific Plan and to prepare economic feasibility analyses for both alternatives. The City Council did not however, at that time, approve an accompanying amendment to the City's budget to fund the work.

#### 2022 City Council Action Summary

In June 2022, as part of the adoption of the FY 2022/23 and FY 2023/24 Capital Improvement Program (CIP) Budget, the City Council approved funding of \$1.0 million to proceed with preparation of the reduced density Specific Plan for El Camino Real and directed staff to return to the City Council with alternatives for the scope of the Specific Plan work, including consideration for how to

reduce the overall cost.

In September 2022, the City Council directed staff to prepare a significantly modified Specific Plan that retains enough density (4,400 residential units) and elements (e.g., a range of densities that support mixed-use) of the prior Specific Plan so as to be consistent with the prior draft EIR, include the activity zones with building heights of up to six stories as proposed in the 2021 draft Specific Plan, and to prepare an economic feasibility analysis of both Plans.

### 2023 City Council Action Summary

In March 2023, the City Council approved the agreement with Raimi & Associates, Inc. for services to revise the El Camino Real Specific Plan as previously directed.

In August 2023, the City Council provided direction to staff to continue with the proposed land use plan that was presented, which included the addition of a fourth land use designation, Corridor Residential - Low (12-25 du/ac), that was applied to 60 properties along the corridor which are sensitive interfaces with proximity to single-family homes.

### **DISCUSSION**

Since August 2023, staff and the consultant have drafted the updated Specific Plan with revised guidelines, standards, and policies to reflect the new land use designation and Council direction to further address taller buildings casting shadows on single-family lots. The El Camino Real Specific Plan Citizen Advisory Committee was reconvened to comment on the revised Draft Specific Plan document in December 2024. And additional community outreach was conducted between February and April of 2025 to receive feedback on the revised Specific Plan. A redlined version of the changes made to the Specific Plan can be found on the El Camino Real Specific Plan website for which a weblink is included in Attachment 1.

### Community Outreach

Staff has conducted a range of community outreach to receive feedback on the revisions. On December 16, 2024 the El Camino Real Community Advisory Committee (ECR CAC) met and provided input on the added land use designation to allow for townhome units on specific sites. On February 24, 2025, an open house was held at the Mission Branch Library at which approximately 40 members of the community attended. Staff and the consultant took questions on parking, public right of way improvements on El Camino Real and there was general acknowledgement of the revisions. Staff held a second community meeting on April 2, 2025 at the Senior Center at which approximately 15 members of the public attended. There were no significant comments on the revisions from the public at either of the meetings. On March 25, 2025, staff attended the Silicon Valley Central Chamber Of Commerce and shared a summary of the Specific Plan. Staff has also conducted social media outreach posting on the City's Instagram and Facebook pages information about the revision with a link to the Plan. Staff also provided information about the revisions to the Plan in the City Manager's weekly email.

### **ENVIRONMENTAL REVIEW**

The action being considered for this study session 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 organization or administrative activity that will not result in direct or indirect changes in the environment.

**FISCAL IMPACT**

The City Council previously voted to fund \$1.0 million for the consultant agreement through the FY 2022/23 and FY 2023/24 CIP Budget in June 2022. City Council approved the carryover of the project's remaining balance (\$0.7 million) as part of the adoption of the FY 2025/26 and FY 2026/27 Biennial Operating Budget on June 10, 2025.

**COORDINATION**

This report was coordinated with 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](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Staff is requesting general feedback on moving forward with processing the original Specific Plan and its EIR or the revised Specific Plan and its EIR or both and the revised Objective Design Standards and the Standards for the new Corridor Residential - Low land Use designation for the draft El Camino Real Specific Plan and to note and file the report on the Study Session for the Draft Revisions to the El Camino Real Specific Plan.

Reviewed by: Afshan Hamid, Director, Community Development Department

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

1. Web Links

## **Web Links**

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**Name of Document:** El Camino Real Draft Specific Plan Redline Update - Dec. 5, 2024

<https://www.santaclaraca.gov/home/showpublisheddocument/85642/638690097555830000>

**Project Website:**

Here you will find a summary of the Specific Plan revision process, the previous planning process, and information regarding past community meetings and public hearings.

<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/specific-plans/el-camino-real-specific-plan-revision>

**These documents are available for viewing in the Community Development Department**



## Agenda Report

25-156

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on Approval of Location and Design of the Rainbow Crosswalk Project

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City's FY 2024-25 and FY 2025-26 Biennial Capital Improvement Program Budget (CIP Budget) includes \$100,000 for a Rainbow Crosswalk project. This project was added during the June 25, 2024 City Council meeting, where Council directed staff to install one rainbow-colored crosswalk in the City. The concept of a rainbow crosswalk was originally proposed through a written petition submitted by previous Councilmember Becker on October 11, 2021 and was also included on the City Council's Priority Setting list. Rainbow-colored crosswalks have been utilized by many municipalities as a display of support for the LGBTQIA+ (Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual) community.

#### DISCUSSION

Staff researched regulatory guidelines related to rainbow crosswalks, explored rainbow crosswalk installations in other municipalities, identified potential locations in Santa Clara, and developed design concepts. Since aesthetic treatments at crosswalks are viewed as forms of artwork, the Rainbow Crosswalk project was presented to the Cultural Commission for review and recommendation to the City Council regarding the art design and installation location.

#### ***Regulatory Guidance***

In June 2024, the Federal Highway Administration (FHWA) announced that aesthetic surface treatments, such as rainbow-colored artwork in crosswalks, are not considered traffic control devices. Consequently, these treatments are not regulated by the Federal Manual on Uniform Traffic Control Devices (MUTCD), which the City follows for the installation and maintenance of traffic control devices in Santa Clara. It should be noted that while rainbow-colored artwork can be added on roadways, traditional roadway markings, including crosswalk markings (i.e. white pavement markings), must still be installed, and cannot be entirely replaced by artwork.

#### ***Location***

The following characteristics are recommended for the location of a rainbow-colored crosswalk to maintain/enhance traffic safety:

- **Pedestrian Activity**: Locations should have higher than average pedestrian traffic in order for the artwork to enhance the visibility of both the crosswalk and pedestrians.

- **Lower Vehicle Volume and Speed:** The selected location should have lower-than-average vehicle volume and speed levels, allowing the artwork to be more noticeable to motorists without causing distractions that might disrupt orderly traffic movements.
- **Crosswalk Locations:** Within Santa Clara, there are crosswalks at various locations, including signalized intersections, stop sign-controlled intersections, and uncontrolled crosswalks (locations without stop or signal controls). For uncontrolled crosswalks, locations can be at an intersection or at mid-block (standalone and in the middle of a block). It is recommended that a rainbow crosswalk only be considered for stand-alone crosswalks such as those at mid-block, at a stop sign crosswalk, or at an uncontrolled crosswalk. It is not recommended that a rainbow crosswalk be located at signalized intersections due to the higher level of traffic activity at these locations.

Based on these desired characteristics, the following two locations have been identified as the best candidates for the installation of a rainbow crosswalk:

- Monroe Street at Franklin Street (staff recommendation)
- Warburton Avenue crosswalk at City Hall to Triton Museum

Aerial photos and images of these locations are provided in Attachment 1.

### ***Rainbow-Colored Artwork***

Staff researched rainbow crosswalks installed in other municipalities (Attachment 2) and recommends a design that incorporates the relevant LGBTQIA+ colors consistent with the colors utilized for the City's Pride Flag raising ceremony in June 2024 (Attachment 3). The proposed colors include: (1) the original Pride flag colors of red, orange, yellow, green, blue, and violet and (2) additional colors added recently including black, brown, pink, light blue, and white. Each color and what it represents is indicated below:

- Red - Life
- Orange - Healing
- Yellow - Sunlight
- Green - Nature
- Blue - Serenity
- Violet - Spirit
- Black and Brown - People of Color
- Pink, light blue and White - Transgender community, reflecting traditional gender colors and those who identify outside the binary

To facilitate ease of installation and on-going maintenance of the rainbow-colored artwork, staff recommends a design featuring individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel (also known as a ladder design crosswalk). Staff's recommended design is included as Attachment 4.

### ***Estimated Construction and Maintenance Cost***

The estimated construction cost for the preformed colored thermoplastic rainbow crosswalk is

approximately \$35,000. The annual maintenance cost, which includes periodic cleaning, is estimated at approximately \$1,000 per year. The expected lifespan of the rainbow crosswalk is between five and 10 years, depending on the volume of vehicle traffic that passes over it.

### ***Cultural Commission Review and Recommendation***

On January 6, 2025, staff presented the Rainbow Crosswalk Project to the Cultural Commission. The Cultural Commission reviewed the project scope, budget, and staff recommendations. Staff recommended that the Cultural Commission recommend to the City Council that (1) the rainbow crosswalk be installed at the Monroe Street at Franklin Street location, and (2) that the rainbow artwork be designed with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel (i.e. ladder design). The Cultural Commission discussed the proposed locations and artwork and focused on the locations in terms of community visibility and suitability.

Following the staff presentation, the Cultural Commission voted to recommend the following:

- **Location:** The crosswalk along the southside of the intersection of Scott Boulevard and Anna Drive was proposed, which was an alternative location not recommended by staff. It is also important to note that the Cultural Commission did discuss that their second recommendation (if their first recommendation was not approved by Council) would be the crosswalk at Monroe Street and Franklin Street, as recommended by staff.
- **Rainbow-Colored Artwork:** A ladder-style crosswalk with rainbow-colored stripes running perpendicular to pedestrian travel, as recommended by staff.

The Cultural Commission recommended the location at the intersection of Scott Boulevard and Anna Drive because they felt there was increased visibility from higher traffic volumes on Scott Boulevard (Attachment 5).

### ***April 3, 2025 City Council Priority Setting Session 2025***

At the April 3, 2025 City Council Priority Setting Session, staff provided an update and presentation on the Rainbow Crosswalk Project (Attachment 6).

### ***Staff Recommendation***

Based on a review of the proposed criteria for installation of a rainbow crosswalk, staff recommends that the Council approve the installation of a rainbow crosswalk with a rainbow-colored ladder design at the existing crosswalk at Monroe Street at Franklin Street (Attachment 4). Staff recommends this location for the following reasons:

- **Location Characteristics:** The crosswalk at Monroe Street and Franklin Street better aligns with the staff's recommended location characteristics mentioned above.
- **Events:** The typical route for the Annual Parade of Champions crosses the intersection of Monroe Street and Franklin Street, increasing visibility of the crosswalk during this notable event. Furthermore, the area is home to the Santa Clara Farmers Market and such events as the Santa Clara Street Dance.
- **Inconsistent Design:** The Scott Boulevard and Anna Drive location would feature only one rainbow crosswalk out of four crosswalks at the intersection resulting in an inconsistent design.

**ENVIRONMENTAL REVIEW**

The action being considered is exempt for the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of existing or former use.

**FISCAL IMPACT**

The total cost of the project is conceptually estimated to be \$35,000, which includes both design and construction. Funding of \$100,000 is included in the Streets and Highways Capital Fund for this project. Additionally, there will be an estimated \$1,000 annual cost to maintain the Rainbow Crosswalk after installation. This maintenance cost, which is expected to be incurred starting in FY 2025/26, will be included as part of future budget development after construction is completed. Depending on the location for the Rainbow Crosswalk, it is also estimated that the Rainbow Crosswalk will need to be fully reconstructed within 5-10 years.

**COORDINATION**

This report was coordinated with the Culture Commission 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](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**ALTERNATIVES**

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations
2. Approve the location of the Rainbow Crosswalk project at the crosswalk at Monroe Street and Franklin Street
3. Approve the location of the Rainbow Crosswalk project at the crosswalk along the southside of intersection of Scott Boulevard and Anna Drive
4. Approve the design of the Rainbow Crosswalk as a ladder-style crosswalk with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel

**RECOMMENDATION**

Alternatives 1, 2, and 4

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Approve the location of the Rainbow Crosswalk project at the crosswalk at Monroe Street and Franklin Street; and
3. Approve the design of the Rainbow Crosswalk as a ladder-style crosswalk with individual stripes of rainbow colors that run perpendicular to a pedestrian's path of travel.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Jovan Grogan, City Manager

**ATTACHMENTS**

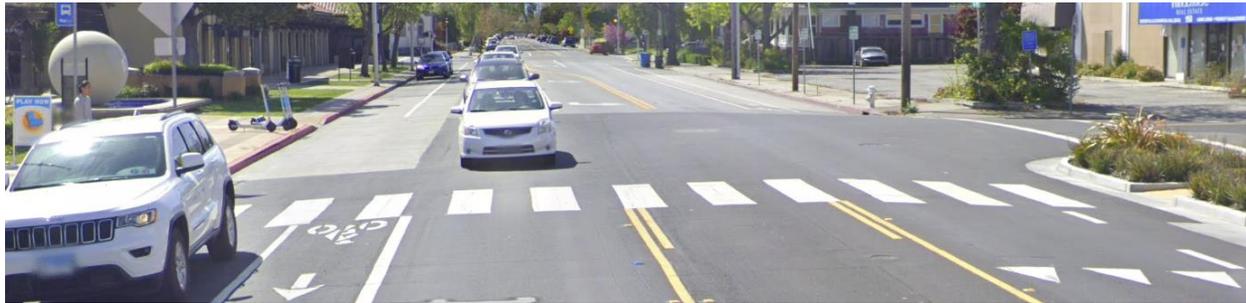
1. Rainbow Crosswalk Locations
2. Sample Rainbow Crosswalks
3. Rainbow Flag Sample
4. Staff Recommendation - Location and Design
5. Cultural Commission Recommended Location
6. April 3, 2025 Presentation on the Rainbow Crosswalk Project

# ATTACHMENT 1

## Rainbow Crosswalk Project

### Potential Locations

#### Location 1: Franklin Mall, Monroe Street @ Franklin Street



**Location 2: Near City Hall, Warburton Avenue crosswalk at City Hall to Triton Museum**



**ATTACHMENT 2**  
**Rainbow Crosswalk Project**  
**Sample Rainbow Crosswalks**

*Sample 1*



*Sample 2*

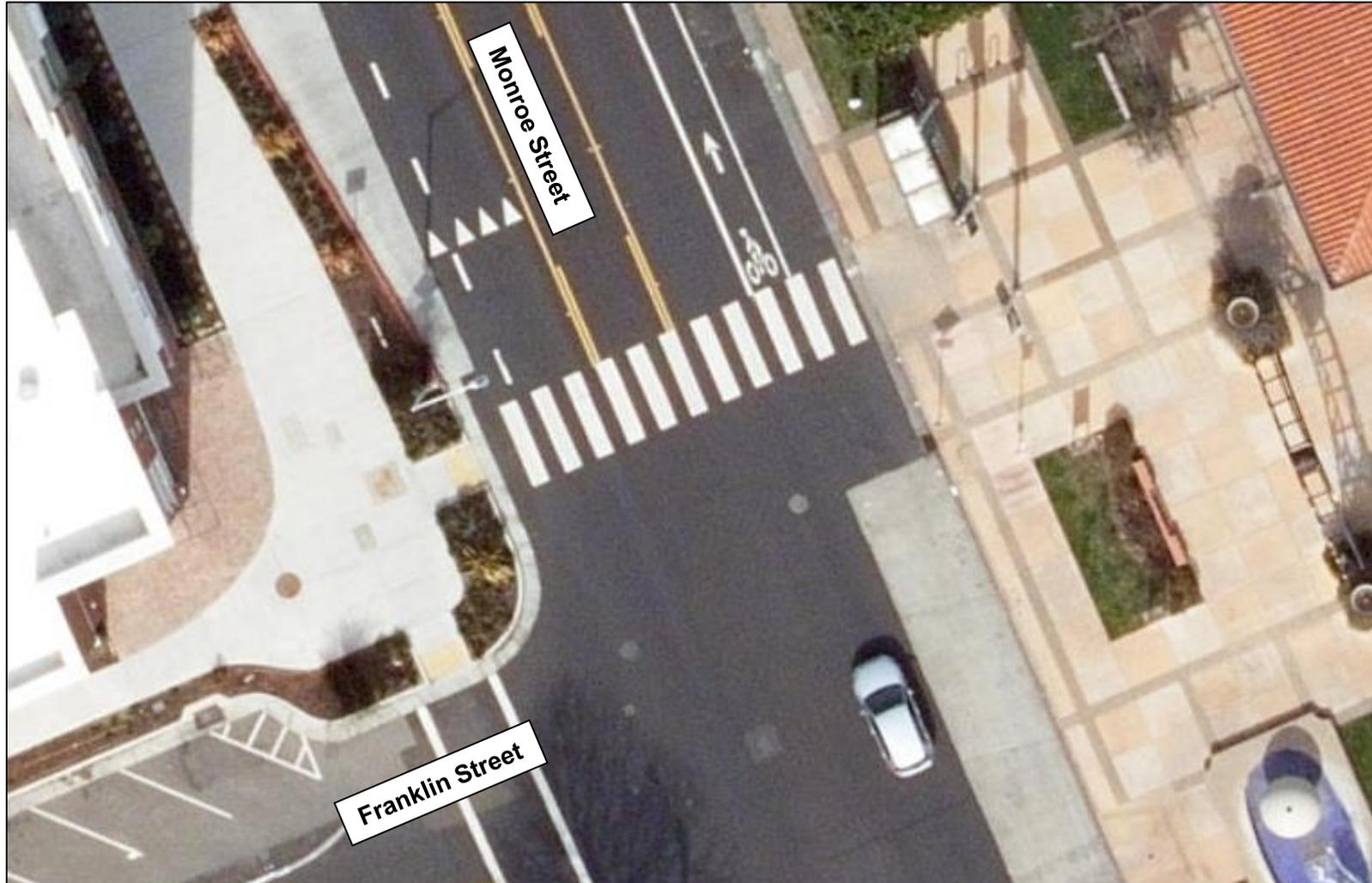


**ATTACHMENT 3**  
**2024 Rainbow (Pride) Flag Graphic**



**ATTACHMENT 4**  
**Proposed Rainbow Crosswalk Artwork**  
**Franklin Mall, Monroe Street at Franklin Street**

**Existing**



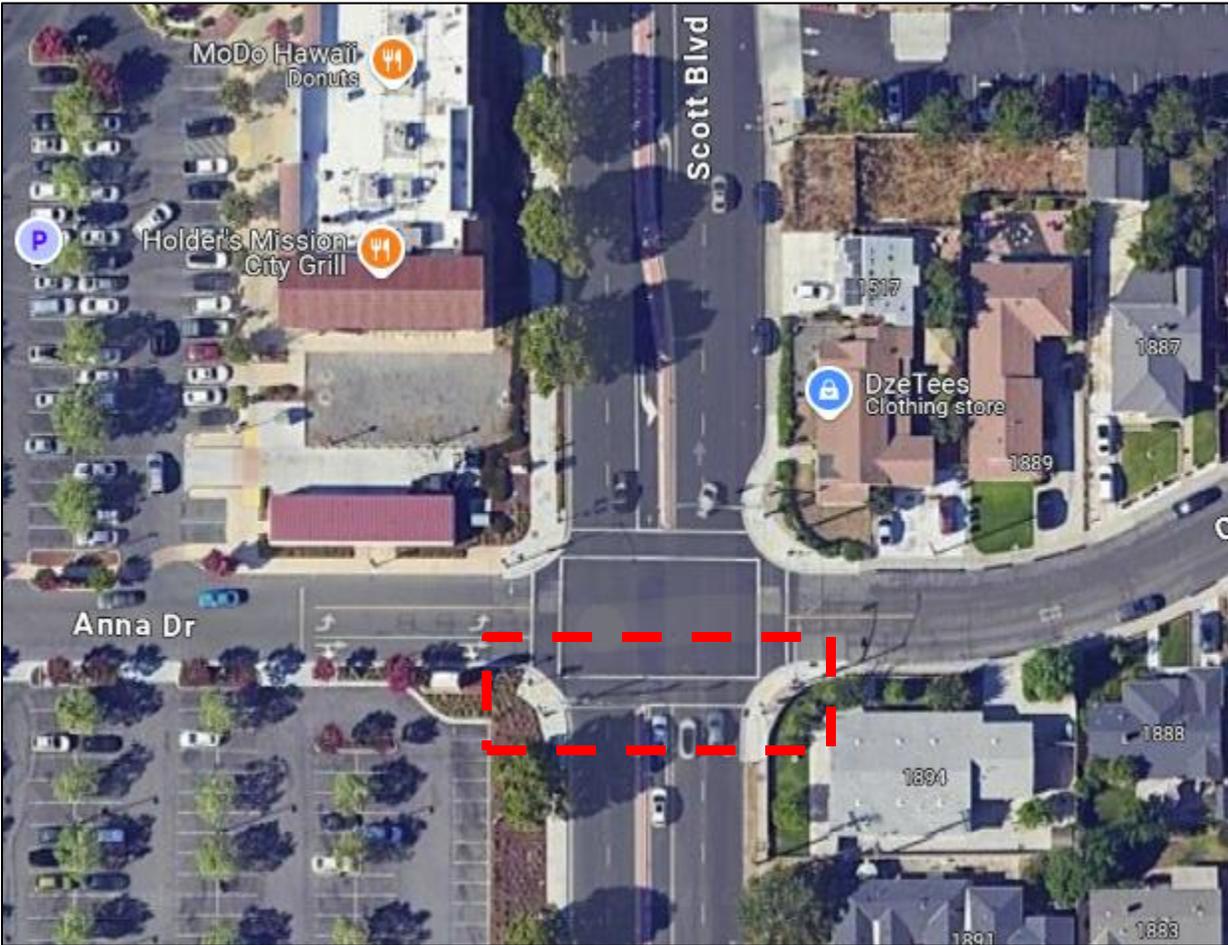
Proposed



**ATTACHMENT 5**  
**Cultural Commission Recommended Location**



***Southern Crosswalk at Scott Boulevard and Anna Drive***





# Schedule

Meetings	Dates
Selection of Citizen Oversight Committee	May 2025
Approval of Citizen Oversight Committee	June 2025
COC/Council Bond Training	June 2025
Resolution Authorizing a Tax Levy	June 2025
COC Meeting	August 2025

## Rainbow Crosswalk Project Update

**Craig Mobeck, Director**  
**Department of Public Works**



## Background

- Council Direction for staff to look at artwork options and locations
- Budget includes \$100k for one Rainbow Crosswalk
- Completed preliminary identification of potential crosswalk locations and artwork
- January 6 Cultural Commission discussion/recommendation

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## Installation

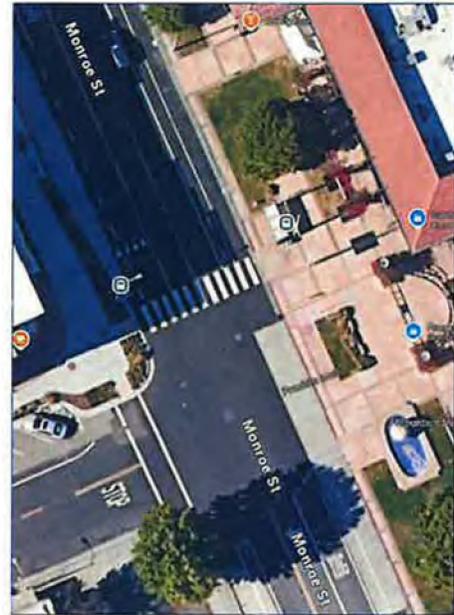
- Not regulatory but considered a form of artwork
- Cannot replace crosswalk markings
- Location
  - More than average pedestrian activity
  - Lower vehicle volume / speed
  - Midblock or uncontrolled crosswalks ideal
- Two staff recommended locations

66



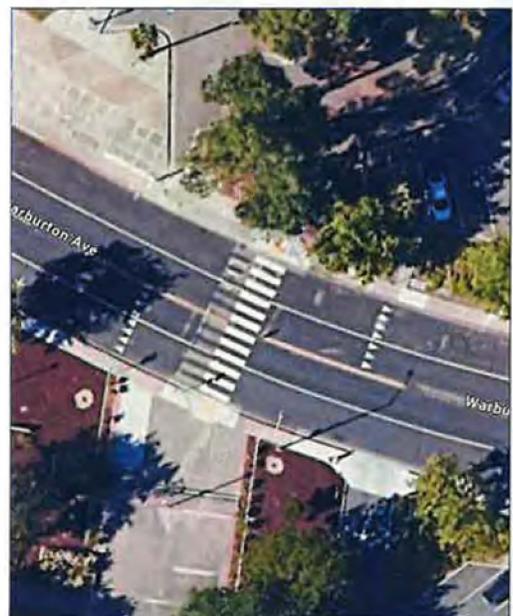
# Location 1

## Monroe Street at Franklin Street



# Location 2

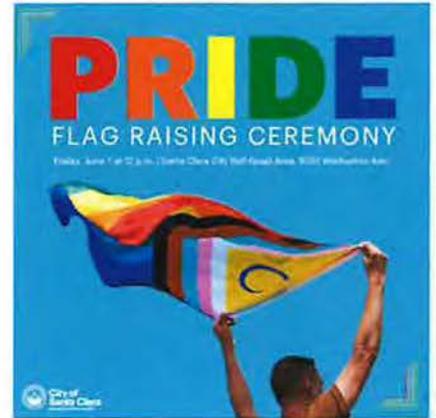
## Warburton Avenue at City Hall to Triton Museum





## Artwork

- Incorporates LGBTQIA+ colors
  - Red – Life
  - Orange – Healing
  - Yellow – Sunlight
  - Green – Nature
  - Blue – Serenity
  - Violet – Spirit
  - Black and Brown – People of Color
  - Pink, Light Blue and White – Transgender community, reflecting traditional gender colors and those who identify outside the binary.
- Simplified artwork to facilitate on-going maintenance



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## Artwork Sample 1



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# Artwork Sample 2



# Staff Recommendation

**Monroe St. and Franklin St.**





# January 6<sup>th</sup> Cultural Commission

- **Location:**
  - First choice: Southern crosswalk at Scott Boulevard and Anna Dr.  
*(New location idea)*
  - Second choice: Monroe Street and Franklin Street  
*(Staff recommended)*
- **Rainbow-Colored Artwork:** Ladder-style crosswalk with rainbow-colored stripes running perpendicular to pedestrian travel *(Staff recommended)*

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## Cultural Commission Recommendation

**Scott Blvd and Anna Dr.**



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## Next Steps

- City Council Approval
- Installation: Summer/Fall 2025



## Questions



## Agenda Report

25-385

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on an Award of Contract for the Kifer and Scott Receiving Station Rebuild and Replacement Project No. 2453 and 2456 to DMZ Builders and Related Budget Amendment

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure.

#### BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), issued a public works bid packet for the Kifer Receiving Station and Scott Receiving Station Rebuild and Replacement Project, Project Nos. 2453 and 2456, respectively. The proposed projects were identified in SVP's Three-Year System Growth Plan Strategy that was accepted by the City Council on September 28, 2021 (RTC #21-871), to support anticipated system growth and to replace end-of-life equipment for system reliability.

The Kifer Receiving Station (KRS) was first constructed in 1955 and has reached the end of its useful life. KRS has a maximum potential capacity of 372 megavolt-amperes (MVA) and will be upgraded to a maximum potential capacity of over 600 MVA. This project includes rebuilding KRS as a Breaker and a Half (BAAH) Air Insulated Switchgear (AIS) substation. The scope of services includes installation of two energized 336 MVA 115/60 kilovolt (kV) power transformers, with accommodations for one future spare 336 MVA 115/60 kV power transformer. The KRS re-build scope will also include seven (7) 60 kV and four (4) 115 kV transmission line terminals.

The Scott Receiving Station (SRS) was first constructed in 1975 and was last upgraded in 2002. SRS has a maximum potential capacity of 372 MVA and will be upgraded to a maximum potential capacity of over 600 MVA. This project includes rebuilding SRS as a BAAH AIS substation. The scope of services includes installation of two energized 336 MVA 115/60 kV power transformers, with accommodation for one future spare 336 MVA 115/60 kV power transformer. The SRS rebuild scope also includes six (6) 60 kV and three (3) 115 kV transmission line terminals.

#### DISCUSSION

On February 24, 2025, a competitive Request for Bid was published on the City's bid notification system, BidNet Direct, for the projects. On May 1, 2025, the project bids were opened at the City Clerk's office. The City received two (2) bids from Newtron, LLC (Newtron) and DMZ Builders (DMZ) ranging from \$13,405,695 to \$117,688,674.

At the bid opening, Newtron was declared the lowest apparent bidder with a submitted bid in the amount of \$13,405,695. Upon evaluation, it was determined that Newtron inadvertently left a digit out in the City's e-procurement system, BidNet, and their bid proposal and bid schedule substantiated a

bid of \$113,405,695, which is 6% percent less than the Engineer’s Estimate of \$121,200,000. The corrected Bid Summary is included as Attachment 1.

On May 9, 2025, Newtron formally withdrew their bid for consideration as they listed an incorrect subcontractor and value in their bid. Subsequently, on the same day, the City notified DMZ that Newtron’s bid was withdrawn and that their bid was being evaluated for award as the next lowest bidder. DMZ submitted a bid in the amount of \$117,688,674 which is 3% less than the Engineers Estimate.

DMZ’s bid was reviewed by SVP staff for compliance with the terms and conditions of the bid documents and has been determined to be the lowest responsive and responsible bid. Staff recommend awarding the contract to DMZ.

Awarding the contract will allow construction to commence in order to complete the project on schedule. The contract includes prevailing wage requirements.

**ENVIRONMENTAL REVIEW**

The proposed projects are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15268 of Title 14 of California Code of Regulations as it has been deemed ministerial based on the existing zoning of the project site and under the applicable laws and ordinances.

**FISCAL IMPACT**

The cost of the construction contract is \$117,688,674, plus a 15% contingency, or \$17,653,301, for any potential change orders for a total not-to-exceed contract amount of \$135,341,975. Funding for the contract is included in the KRS and SRS Rebuild and Replacement Projects in the FY 2025/26 Adopted Budget. On September 10, 2024, the City Council approved the issuance of electric revenue bonds which fund the design and materials purchases associated with these projects. The FY 2025/26 Adopted Budget assumes additional debt will be issued to support the construction costs funded in the budget. Staff will present a recommendation in the future to initiate the debt-funding for FY 2025/26, either a short-term credit facility or long-term debt will be recommended.

While there is sufficient budget, including contingency, for the Construction Contract with DMZ, staff recommend the appropriation of additional funds to support other costs, such as project management services, construction management services, testing and commissioning support services, special testing services, and additional equipment and materials costs (e.g., transformers). Due to long lead times, SVP is purchasing many of these associated equipment and materials directly and so those costs are not included in this Construction Contract. Staff have estimated these costs and have added a 5% contingency in case of any additional unanticipated needs. Staff recommend the budget amendment below in the Electric Utility Capital Fund to allocate \$6 million for the KRS Rebuild and Replacement Project No. 2453 and \$9 million for the SRS Rebuild and Replacement Project No. 2456, funded by anticipated Load Development Fees. Contracts and authorizations associated with these activities have been authorized under separate City Council actions where applicable.

<b>Budget Amendment</b>		
<b>FY 2025/26</b>		
<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>

**Electric Utility Capital Fund (591)**Revenues

Other Revenue	\$34,544,978	\$15,000,000	\$49,544,978
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Expenditures

KRS Rebuild and Replacement Project	\$93,024,573	\$6,000,000	\$99,024,573
SRS Rebuild and Replacement Project	\$86,112,417	\$9,000,000	\$95,112,417

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Award the Public Works Contract for the Kifer Receiving Station and Scott Receiving Station Rebuild and Replacement Projects, No. 2453 and 2456, to the lowest responsive and responsible bidder, DMZ Builders in the amount of \$117,688,674 (Contract Price) and authorize the City Manager or designee to execute the Contract (Contract), subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of these projects and approval of any necessary change orders not to exceed 15 percent of the Contract Price, or \$17,653,301, for a total not to exceed aggregate Contract amount of \$135,341,975; and
3. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase Other Revenue to recognize additional Load Development Fee revenue in the amount of \$15 million, increase the Kifer Receiving Station Rebuild and Replacement Project in the amount of \$6 million, and increase the Scott Receiving Station Rebuild and Replacement Project in the amount of \$9 million (**five affirmative Council votes are required to appropriate additional revenue**).

Reviewed by: Nico Procos, Acting Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

**ATTACHMENTS**

1. Bid Summary

**CITY OF SANTA CLARA**

**BID OPENING DATE:** THURSDAY, May 1, 2025

**TIME:** 3:00 PM

**PROJECT NAME:** Kifer Receiving Station (KRS) and Scott Receiving Station (SRS) Rebuild and Replacement Projects

**PROJECT NO.** CIP-2453 and 2456

**DEPARTMENT:** Silicon Valley Power

**PROJECT ENGINEER:** Allie Jackman ([AJackman@SantaClaraCA.gov](mailto:AJackman@SantaClaraCA.gov))

COMPANY/CITY/STATE	REC'D BY	TIME REC'D	APPARENT LOW BID ORDER	BID AMOUNT
<b>DMZ Builders / Concord, CA</b>			<b>2</b>	<b>\$117,688,674</b>
<b>Newtron, LLC / Martinez, CA</b>			<b>1</b>	<b>\$113,405,695</b>
<b>ENGINEER'S ESTIMATE</b> <u>    <b>\$121,200,000</b>    </u>				



## Agenda Report

25-525

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

To support the growing electric demand and service needs within the City of Santa Clara (City), Silicon Valley Power (SVP) has identified the need for the construction of a 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project"). This new transmission line will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

After evaluating three potential transmission routes, the City Council approved the preferred route on November 12, 2024 (RTC #24-1040), an overhead alignment along Lafayette Street, Bassett Street, and Duane Avenue. The route was selected based on its overall feasibility, least impact to residents and businesses, permitting constraints, ability to meet the schedule, flexibility in power delivery, ease of maintaining the system, and reduced construction disruption to the public as compared to the other alternatives.

The City Council has previously taken several actions on the Project:

- March 19, 2024 - RTC #24-1614 - Informational Report
- November 12, 2024 - RTC #24-1040 - Action on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and Route Approval for the Project
  - Approved the Adoption of a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program
  - Approval of Route A, Option 1, for an entirely overhead alignment of the new 115kV transmission line
- February 25, 2025 - RTC #25-212 - Authority to Execute PSA for Easement Acquisitions

Other actions taken for this Project include two virtual community meetings held on April 25, 2024, and May 23, 2024, as well as an in-person public engagement meeting held on August 22, 2024, to present and take comments from the community on the transmission line route.

The Project requires the acquisition of twenty (20) easements for SVP's electrical facilities, including an easement located on 3800 Bassett Street, Santa Clara, California (Easement Area), comprised of approximately 6,200 square feet of property as more fully described in the Resolution of Necessity, attached to this Report to Council.

### **DISCUSSION**

On August 8, 2024, the City conducted an appraisal of the Easement Area and, subsequently, sent an offer for the Easement Area to the property owners on November 13, 2024. The property owner is concerned about the operation of their business and the need for crane access despite a 60kV transmission line already existing along their property frontage. On February 14, 2025, the property owner provided a letter declining the purchase of the easement. The right-of-way agents continue to reach out to the property owner; however, the property owner has not accepted the City's offer.

City acquisition of the Easement Area is necessary for the Project and City's reasonable efforts to acquire it through negotiations have not been successful. Therefore, it has become necessary for the City to acquire the Easement Area through the eminent domain process. At this point, in order to proceed with acquisition of the Easement Area under the eminent domain process, the law requires the City Council to hold a public hearing, consider all testimony presented and, in the Council's discretion, adopt a Resolution of Necessity making certain findings. These findings, along with the factual basis necessary to make the findings, are set forth below:

- **The public interest and necessity require the Project.**

The completion of the Project is one of the key projects that are needed to increase SVP's system capacity to approximately 1300-megawatt (MW). Until the Project is completed, SVP's system capacity will be limited to 819MW. This is insufficient to meet projected electric loads within the City. This Project will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

- **The Project is planned or located in a manner that will be the most compatible with the greatest public good and the least private injury.**

The SVP evaluation team for the Project consisted of internal SVP staff, design and environmental engineering consultants, and program management staff. The SVP evaluation team conducted a comprehensive analysis and evaluation, employing various methodologies such as potholing and Ground Penetrating Radar (GPR) surveys. This in-depth assessment took into consideration SVP's load growth and system planning projections, schedule, cost estimation, required easements and permits, and engineering judgment. The goal was to determine feasible route alignments, identify a preferred route, and explore potential overhead and underground options within the preferred route. The findings favored the preferred route for the Project, which is the all-overhead option set forth in Attachment 2 of RTC #24-1614. The Project alignment chosen will be achieved at less cost, be delivered more quickly, and will impact fewer residents and businesses than the other considered alignments.

- **The Easement Area sought to be acquired is necessary for the Project.**

The Easement Area is necessary to achieve the technical needs of the Project, as it is within the alignment of the selected route. The majority of the route will be built within the public right-of-way; however, the Easement Area adjacent to the right-of-way is required for maintenance purposes and to ensure the proper electrical conductor clearances are met. The Easement

Area also needs to take into account the necessary clearances from the blowout or sway of the electrical conductors.

- **The offer required by Section 7267.2 of the Government Code has been made to the owner of record for the full amount established as the fair market value of the Easement Area.**

On November 13, 2024, the City made an offer to the Owner of Record to acquire the Easement Area for an electric overhead easement upon the value determined by an independent state licensed and certified appraiser in accordance with the above referenced Government Code section.

The Resolution of Necessity requires approval by a two-thirds vote of the Council. If the City Council adopts the recommended Resolution of Necessity, the City would deposit the necessary funds for the Easement's probable compensation with the State Condemnation Deposit Fund and file an eminent domain complaint with the Santa Clara County Superior Court to seek possession of the property.

As always, the parties can continue to negotiate in an effort to come to a mutual agreement on compensation for the easement, including any compensation due for furniture, fixtures, and equipment, and any loss of business goodwill.

### **ENVIRONMENTAL REVIEW**

The Mitigated Negative Declaration (MND) and Mitigation and Reporting Program (MMRP) were prepared for the Project in conformance with CEQA. These documents and Notice of Availability were posted on the City's website at <http://www.santaclaraca.gov/ceqa> and circulated for 30-day review from July 31, 2024, to August 30, 2024.

The MND examined environmental impacts associated with the Project. The MND identified potentially significant impacts to air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water, noise, and traffic/transportation. However, the MND and MMRP incorporates mitigation measures to reduce the potentially significant impacts to less-than-significant.

The MND & MMRP were adopted by City Council on November 12, 2024, by Resolution No. 24-9386.

### **FISCAL IMPACT**

There is no fiscal impact to the City for adopting the action on a resolution of necessity to acquire certain real property interests on 3800 Bassett Street, Santa Clara, California, from Reed and Graham, Inc., associated with this item other than administrative staff time and expense. The anticipated easement costs for the Project are currently budgeted within the Electric Utility Capital Fund.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

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

Additionally, on June 5, 2025, a letter (attached) was mailed to the property owner, as verified on the Title Report. The letter included notification of the public hearing and consideration of a Resolution of Necessity. A Notice of Intention to Adopt a Resolution of Necessity stating that the hearing before City Council is scheduled for June 24, 2025, and Request to be Heard documentation were also included as attachments to the letter.

### **ALTERNATIVES**

1. Adopt a Resolution of Necessity to Acquire Certain Real Property Interests.
2. Do not adopt a Resolution of Necessity.

### **RECOMMENDATION**

Adopt a Resolution of Necessity Making the Required Findings to Acquire Certain Real Property Interests on 3800 Bassett Street, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project (***Five affirmative votes required [California Code of Civil Procedure section 1245.245]***).

Reviewed by: Nico Procos, Acting Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

### **ATTACHMENTS**

1. 3800 Bassett Street, November 13, 2024, Offer Letter
2. Resolution of Necessity
3. 3800 Bassett St, Intent of Resolution of Necessity and Notice of Intention



*Powering* The Center of What's Possible

Nov. 13, 2024

Reed & Graham, Inc.  
Gerald Graham  
P.O. Box 5940  
San Jose, CA, 95150

SUBJECT: OFFER TO PURCHASE OVERHEAD ELECTRIC EASEMENT  
SITE: 3800 Bassett Street  
NRS-KRS 115kV Transmission Line Project

Dear Mr. Graham:

The City of Santa Clara, acting by and through its municipally owned utility, Silicon Valley Power (SVP), is currently pursuing acquisition of power line easements to construct, operate, and maintain approximately 2.24 miles of new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) ("Project"). The power lines that are proposed to be built for the Project requires the acquisition of property rights affecting approximately 6,200 square feet over a portion of your property located at 3800 Bassett Street, Santa Clara, CA and is also identified by the County Assessor as Parcel No. 104-14-160 ("Property").

SVP's primary objective of the Project is to increase system capacity and reliability. The majority of the new 115kV transmission line would be constructed along Lafayette Street, Bassett Street, and Duane Avenue. The Project is anticipated to be completed in 2028.

SVP designs its transmission system so that a loss of a single transmission line does not result in the loss of power for its customers. This design philosophy ensures the maximum reliability for its customers. As the power demands of the City grow, so does the necessity to construct infrastructure upgrades, such as this project, to continue to maintain this level of service reliability and increase the power capacity to support load growth and development. SVP is proactive about addressing future reliability issues and committed to providing the best service reliability for its customers.

Our title information shows Reed & Graham, Inc., a corporation to be the owner of the Property. This Property is within the Project area.

Subject to, and upon the terms and conditions set forth herein, SVP offers to purchase the easement area over the Property ("Easement Area"), as described in Exhibit A: Overhead Electric Easement Deed ("Easement Deed") attached hereto. SVP hereby offers the sum of One Hundred Fifty Five Thousand Dollars (\$155,000) as just compensation for the acquisition of the Easement Area.



Powering The Center of What's Possible

It is the policy of SVP to acquire property interests that are in private interests through voluntary purchase, if possible, and only when it is necessary to do so. In accordance with applicable law, SVP has obtained, reviewed and approved an appraisal to establish the fair market value of the property to be acquired. The attached Appraisal Summary outlines the basis for this offer pursuant to Government Code §7267.2.

Pursuant to Code of Civil Procedure §1263.025, SVP offers to pay your reasonable costs up to five thousand dollars (\$5,000) for an independent appraisal of the property interests. By law, an appraiser licensed by the Office of Real Estate Appraisers must prepare the independent appraisal. Although you are not required to obtain an appraisal at this time, or at all, if you believe such appraisal can assist you in evaluating this offer, it is in your interest to obtain an independent appraisal as expeditiously as possible. If you choose to obtain an appraisal, please forward SVP an invoice from your appraiser, identifying the Easement Area and the Property address as the subject of the appraisal and the fee charged.

Materials enclosed for your information include:

- An Easement Deed with Exhibit showing the Easement Area;
- The Appraisal Summary for your Easement Area.

The agent assigned to you and to whom you will be working with is **John Timmins** who can be reached at **801-244-3707** or by email at **john.timmins@eciusa.com**. Please contact him if you have any questions or if you wish further clarification of this offer.

If you are agreeable to the purchase amount of this offer for the Easement Area, please indicate your acceptance by signing in the space provided below and return an original signed copy of this letter to **John Timmins** using the postage paid return envelope, which is enclosed, for your use. Upon receipt of your acceptance of this purchase offer amount, a contract for sale (Purchase and Sale Agreement) and escrow instructions will be prepared for your execution. SVP will pay all of the conveyance and escrow costs. All taxes and assessments, if any, will be pro-rated, and possession will be delivered to SVP at the close of escrow.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Pineda".

Manuel Pineda P.E.  
Chief Electric Utility Officer



Powering The Center of What's Possible

Enclosures:

- SVP Easement with Exhibit
- Appraisal Summary
- Postage paid return envelope

**ACCEPTANCE OF OFFER**

I, Gerald Graham, am the legal owner of the Property. SVP submitted to me an Offer to purchase Overhead Electric Easement dated November 13, 2024 (“Offer”) whereby the City of Santa Clara acting by and through its municipally owned utility, Silicon Valley Power, offered \$155,000 as the purchase amount for the acquisition of the Easement Area. By signing below, I, Gerald Graham hereby accept this Offer and the terms and conditions contained therein. I further represent that I am legally authorized to accept the Offer.

Any and all capitalized terms shall have the meaning ascribed to them in the Offer.

Owner’s Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Recording Requested by:  
Office of the City Attorney  
City of Santa Clara, California

When Recorded, Mail to:  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOVERNMENT CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOVERNMENT CODE § 27388.1 (a)(2)(D)

## OVERHEAD ELECTRIC EASEMENT DEED

3800 Bassett Street & APN 104-14-160  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Reed & Graham, Inc., a corporation**, (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission systems, electrical distribution system, and communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"OWNER" APN 104-14-160 (2024-10)**

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED. **ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

# EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:  
 REED & GRAHAM, INC.  
 3800 BASSETT ST.  
 SANTA CLARA, CALIFORNIA 95054  
 APN: 104-14-160  
 EASEMENT AREA: 6,200 FT. ±



**DESCRIPTION:**

The easterly 10.00 feet of the parcel of land conveyed in that certain Grant Deed recorded April 23, 1963 as Document No. 2389925, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

**COMMENCING** at a monument located at the centerline intersection of Bassett Street and Norman Avenue; thence North 27°24'00" West 501.26 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 63°11'02" West 10.00 feet along the southerly line of said Grantor's Parcel; thence North 27°24'00" West 616.58 feet to the northerly line of said Grantor's Parcel; thence North 63°01'53" East 10.00 feet to the said westerly right-of-way; thence South 27°24'00" East 616.61 feet along said westerly right-of-way to the **POINT OF BEGINNING**.

**CONTAINING:** 6,200 sq. ft., more or less

**-PRELIMINARY-  
 FOR REFERENCE ONLY**

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 10-7-24	SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC
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*Engineering with Distinction*  
**ECI ELECTRICAL**  
 CONSULTANTS, INC.  
 SALT LAKE CITY, UTAH  
 660 West 700 South Woods Cross, UT 84087 (901) 292-9854

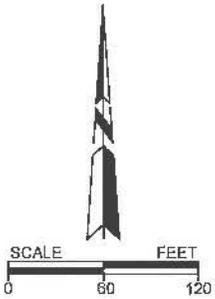
REED & GRAHAM, INC.  
 APN: 104-14-160  
 3800 BASSETT ST.  
 SANTA CLARA, CALIFORNIA 95054

**SILICON VALLEY POWER.**  
 CITY OF SANTA CLARA

# EXHIBIT "A"

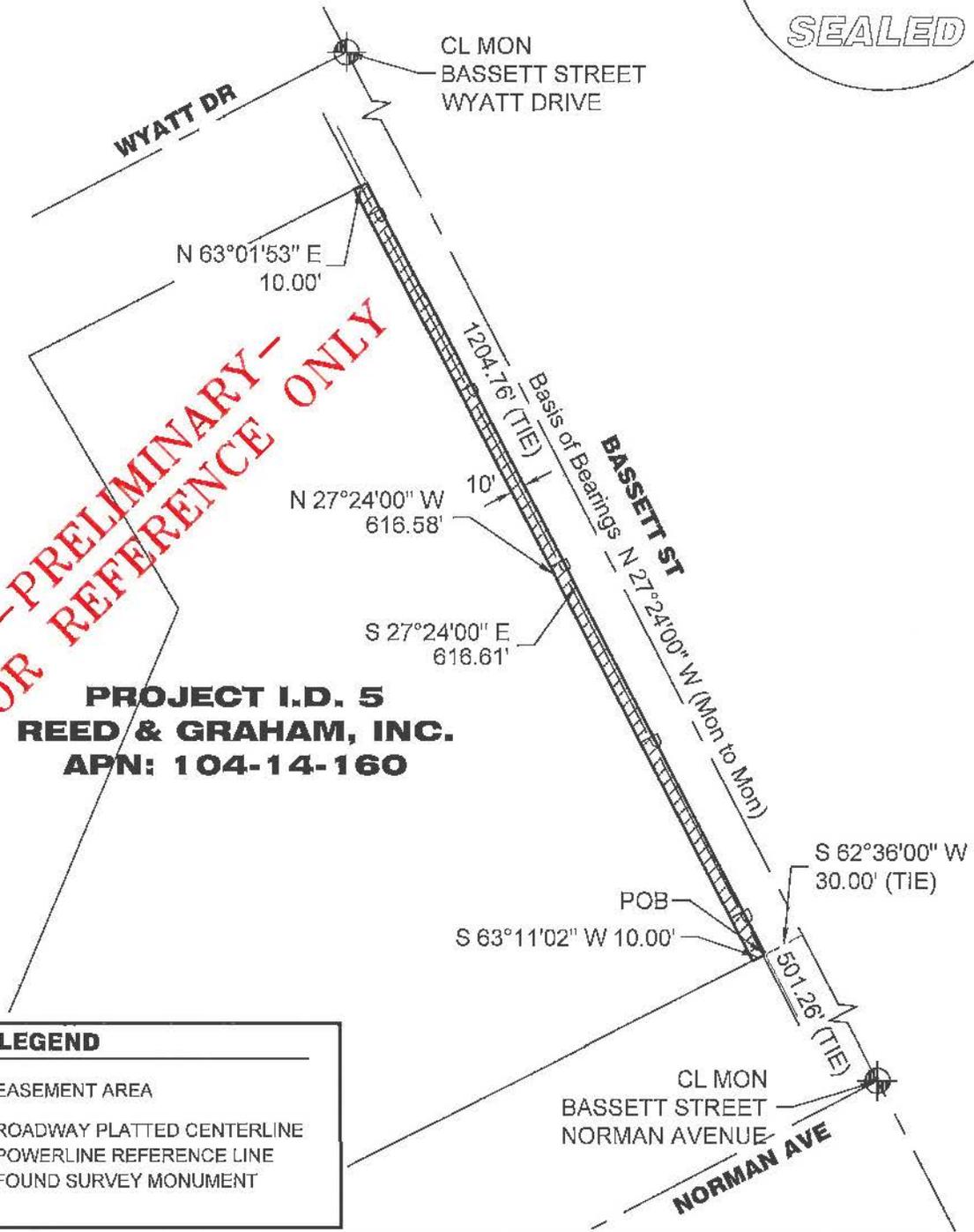
OVERHEAD ELECTRIC EASEMENT ACROSS:  
REED & GRAHAM, INC.  
3800 BASSETT ST.  
SANTA CLARA, CALIFORNIA 95054  
APN: 104-14-160  
EASEMENT AREA: 6,200 FT. ±

**NOT VALID  
UNLESS  
SIGNED &  
SEALED**



**-PRELIMINARY-  
FOR REFERENCE ONLY**

**PROJECT I.D. 5  
REED & GRAHAM, INC.  
APN: 104-14-160**



LEGEND	
	EASEMENT AREA
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0    DATE: 10-7-24    SCALE: 1" = 120'    BY: GAB    CHK: GHH    APP: JJC

*Engineering with Distinction*  
**VECI ELECTRICAL**  
 CONSULTANTS, INC.  
 SALT LAKE CITY, UTAH  
 850 West 700 South Woods Cross, UT 84087 (801) 292-9954

REED & GRAHAM, INC.  
APN: 104-14-160  
3800 BASSETT ST.  
SANTA CLARA, CALIFORNIA 95054

**SILICON VALLEY POWER.**  
 CITY OF SANTA CLARA  
 SHEET: 2 of 2

**Appendix A**

October 8, 2024

**City of Santa Clara  
Overhead Electric Easement  
Appraisal Summary Statement And  
Summary of the Basis for Just Compensation  
(Pursuant to Government Code Section 7267.2)**

The following is a statement of and summary of the basis for the appraisal and the amount that Silicon Valley Power has established as just compensation required by California Government Code Section 7267.2. The appraisal on which this summary is based was made in accordance with accepted appraisal principles, consistent with California valuation law.

The purpose of this appraisal is to estimate the fair market value of the proposed acquisition appraised. Section 1263.320 of the Code of Civil Procedure defines fair market value as:

- A. *The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.*
- B. *The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.*

The date of value August 8, 2024, which was the date of inspection.

The intended use of this appraisal is for potential acquisition of easement access rights, which is called the Overhead Electric Easement. The intended user is Silicon Valley Power.

The scope of work included inspecting the property, research and analysis of comparable data, and highest and best use analysis.

The appraised rights are further identified as follows:

- 1) The fair market value of a 6,200-square-foot permanent easement.

### **Statement of the Amount Established as Just Compensation**

The amount Silicon Valley Power has established as just compensation for the property rights described in the accompanying offer is: **\$155,000 (One Hundred Fifty-Five Thousand Dollars)**.

### **Summary of Basis for the Amount Established as Just Compensation**

This Summary of the Basis for the Amount Established as Just Compensation (prepared pursuant to Government Code Section 7267.2) is a summary of the appraisal used by Silicon Valley Power to determine the amount it established as just compensation for an easement.

#### **(A) Property Identification – Subject Property**

<b>Owner of Record:</b>	Reed & Graham, Inc.
<b>Assessor's Parcel Numbers (APNs):</b>	Santa Clara County Assessor's Parcel Number (APN) 104-14-160
<b>Property Address:</b>	3800 Bassett Street, Santa Clara, Santa Clara County, California 95054
<b>Property Transfers in the Past Three Years:</b>	There have been no other transfers within three years.
<b>General Character of Interest Being Appraised:</b>	Easement
<b>Larger Parcel Land Size:</b>	238,708 square feet
<b>Improvements:</b>	There is an existing industrial building on the property.
<b>Topography:</b>	Level
<b>Shape:</b>	Irregular
<b>Access:</b>	Access to the Larger Parcel is available off of Bassett Street.

<b>Utilities:</b>	Typical municipal and public utilities are available.
<b>Environmental Conditions:</b>	We did not receive a Phase I report for the Subject Property, and we assume there are no adverse environmental conditions.
<b>Date of Valuation:</b>	August 8, 2024
<b>Highest and Best Use</b>	The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued.
<b>Highest and Best Use – As If Vacant:</b>	Industrial development
<b>Highest and Best Use – As Improved:</b>	Existing Use
<b>Present Use Subject Property:</b>	The Larger Parcel is currently used as an industrial property.
<b>Applicable Zoning:</b>	HI – Heavy Industrial

**(B) Approaches Used in the Appraisal**

We employed the “before” and “after” methodology for the Larger Parcel. In the “before” condition, we have not considered the Project.

In the “after” condition, we have considered the impacts attributed to the proposed easement and the Project.

Three methods of valuation can be applied to the appraisal of land. The most often used approach is the Direct Sales Comparison Approach. This method involves the comparison of the subject with recent sales of comparable properties.

A second method of land appraisal is the Land Development Approach. This approach involves estimating the development costs of installing all utilities and off-sites. These costs can be subtracted from a known improved lot value (established by sales comparison) to arrive at an estimate of raw land value or added to the known raw land value to arrive at the value of an improved site.

The third method employed is an Income Residual Method. An estimate is made of the potential net income, which can be earned from the site improved with buildings. The cost of these improvements

is estimated to determine the portion of the income needed to supply a fair return on these costs. The residual income is available for a return on the land. Therefore, this income is capitalized into an indicated land value.

For purposes of this appraisal, the Sales Comparison Approach has been employed. Sufficient sales data was available that it was felt this method yielded a reliable result. This is the method that would most often be applied by a typical buyer of this type of property. The comparable sales are provided in Exhibit A.

#### Sales Comparison Approach

The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison.

Based on our analysis of sale comparables provided in Exhibit A, we estimate the land value of the Larger Parcel to be \$23,870,800 (land only). This is based on a price per square foot of land of \$100 x 238,708 square feet.

#### **(C) Value of Part Taken**

We have valued the part taken next. This consists of the value of the permanent easement.

#### Permanent Easement

In the "after" condition, the highest and best use of the Larger Parcel remains for continuation of the existing use.

For this valuation, the rationale for estimating the easement value can be shown as an equation:

#### **Fee simple land value x % of fee rights being acquired = easement value**

Based on our experience, an easement that is solely for subsurface utilities, as one example, may command a 10-35% share of the fee rights. As another example, exclusive control of surface rights may capture 90-100% of the fee simple value.

The subject is a perpetual easement. The grantor has significant remaining rights at the surface, landscaping, parking and signage for example. We estimate that the easement encumbers 25% of the total bundle of rights.

Therefore, the fair market value for the permanent easement is estimated at **\$155,000**, or 6,200 square feet x \$100 x 25%.

#### **(D) Severance Damages/Benefits Analysis**

Severance damages and benefits involve measuring the effect that the "acquisition" and "Project" have on the value of the property remaining, i.e., on the "remainder."

The acquisition is not expected to result in any severance damages to the remainder.

The highest and best use of the Larger Parcel upon partial acquisition is unchanged, relative to the "before" condition. We have not identified any damages from the Project.

Benefits result when the value of the remainder increases because of either the Project or the acquisition. Any resulting benefits are offset only against severance damages and not against acquisition value.

Each case for benefits is unique. In the case of the subject, we envision that the electric utility upgrades would be superior relative to the existing conditions. Since we have not identified any severance damages, we have not quantified any potential benefits.

**(E) Conclusion of Just Compensation and Value in the "After" Condition**

The market value of the acquisition is shown on the following page.

**Summary of Valuation**

A.	Land Value of the whole before acquisition:	\$23,870,800
B.	Value of the part acquired as part of the whole:	\$155,000
	Permanent Easement (\$100 x 6,200 SF x 25%)	\$155,000
	Site Improvements (e.g. trees)	\$0
C.	Value of the remainder as part of the whole: (Line A less Line B)	\$23,715,800
D.	Value of the remainder after the acquisition and before consideration of benefits (Line C - Line E)	\$23,715,800
E.	Severance Damages/Cost to Cure	\$0
F.	Value of the remainder after the acquisition and after considering benefits	\$23,715,800
G.	Benefits (Line F less Line D)	0
H.	Net Damages or Net Benefits (Line E minus Line G)	\$0
	Plus: TCE:	\$0
	Total	\$0
I.	Market Value of the Acquisition (Just Compensation) (Line B plus Line H)	\$155,000
		\$0
	Subtotal	\$155,000
	Rounded	<b><u>\$155,000</u></b>

The resulting land value of the remainder in the "after" condition is \$23,715,800, or \$23,870,800 - \$155,000.

The fair market value for the acquisition is, **\$155,000**, as summarized below:

**Value Conclusions: 3800 Bassett Street**

	Permanent Easement	Site Improvements	Net Severance Damages	Total Fair Market Value
Value Type	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Property Rights Appraised	Permanent Easement			Acquisition
Date of Value	August 8, 2024	August 8, 2024	August 8, 2024	8/8/20024
<b>Fair Market Value</b>	<b>\$155,000</b>	<b>\$0</b>	<b>\$0</b>	<b>Total: \$155,000 (rounded)</b>

The previous is a summary of the appraisal prepared at the request of Silicon Valley Power to comply with Government Code Section 7267.2 that fairly and correctly states my opinions and knowledge.

Dated: October 8, 2024



Josh Fronen, MAI  
Managing Director  
California Certified License #AG028548  
License Expires 12-18-2025

# Addenda

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- Exhibit A: Land Sales
- Exhibit B: Easement Area
- Office Locations

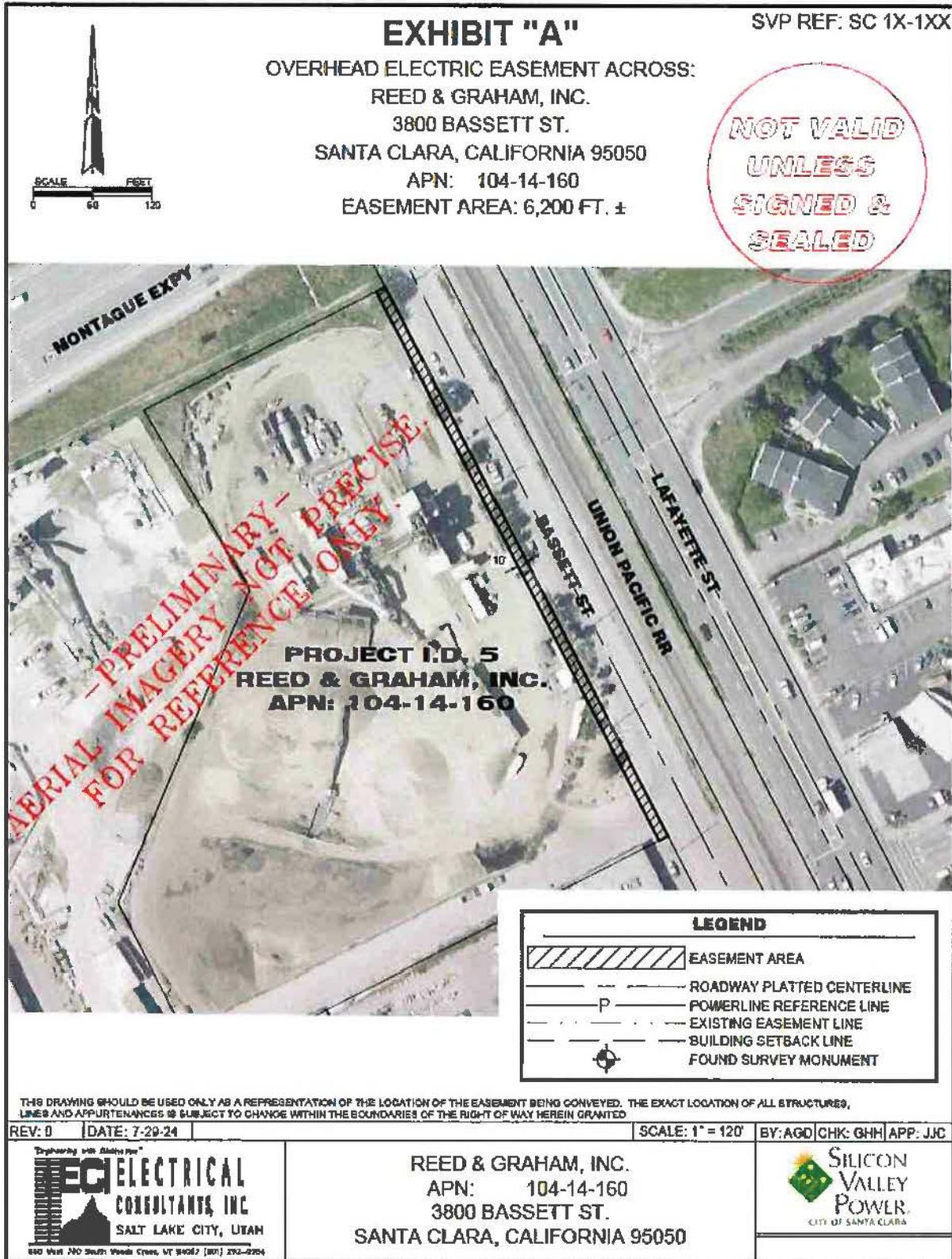
## Exhibit A: Land Sales

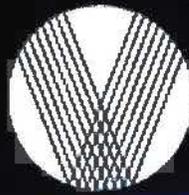
### Comparable Sales Summary

Comp No.	Address	COE date	Land SF	Sale Price	Price per SF of Land	Grantor / Grantee and Recording #
1	550 East Brokaw Road San Jose	Feb-24	861,617	\$ 80,000,000	\$92.85	Caracol Property Owner LLC Super Micro Computer Inc. Recording # 25596686
2	1045 Commercial Court San Jose	Jan-23	108,028	\$ 6,500,000	\$60.17	Anderson Graves LLC 1045 Commercial Court LLC Recording #25431855
3	960 Central Expressway Santa Clara	Mar-23	1,788,138	\$ 237,761,000	\$132.97	Owens Corning Insulating Systems LLC Amazon Com Services LLC Recording #25445147
4	868 Parker Street Santa Clara	Jul-24	39,048	\$ 4,900,000	\$125.49	ABC Manufacturing Co. 840 Parker Street LLC Recording #25661169

Exhibit B: Easement Area

Permanent Easement





# Valbridge

PROPERTY ADVISORS

## FAST FACTS

COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by local offices.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market, and other bulk-property engagements.

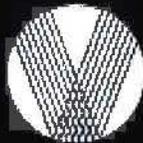
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(256) 210-1555

4732 Woodmere Blvd.  
Montgomery, AL 36106  
(334) 277-5077

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San Ramon, CA 94583  
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17822 17<sup>th</sup> St., Ste. 211  
Tustin, CA 92780  
(714) 449-0852

775 Sunrise Ave., Ste. 260  
Roseville, CA 95661  
(916) 361-2509

1530 The Alameda, Ste. 100  
San Jose, CA 95126  
(408) 279-1520

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Boulder, CO 80303  
(303) 867-1935

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Coral Gables, FL 33134  
(305) 639-8029

3780 Burns Rd., Ste. 4  
Palm Beach Gardens, FL 33410  
(561) 833-5331

3033 Riviera Dr., Ste. 106  
Naples, FL 34103  
(239) 514-4646

**IDAHO**

3910 S. Yellowstone Hwy., Ste. B5  
Idaho Falls, ID 83402  
(208) 534-5505

1875 N. Lakewood Dr., Ste. 100  
Coeur d'Alene, ID 83814  
(208) 292-2955

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Chicago, IL 60661  
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6801 Lake Plaza Dr., Ste. C-301  
Indianapolis, IN 46220  
(317) 687-2747

**KANSAS**

10990 Quivira Rd., Ste. 100  
Overland Park, KS 66210  
(913) 451-1451

**KENTUCKY**

1890 Star Shoot Pkwy.  
Lexington, KY 40509  
(502) 585-3651

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224 Avalon Cir.  
Brandon, MS 39047  
(601) 853-0736

501 Highway 12 W., Ste. 150-M  
Starkville, MS 39759  
(662) 617-2350

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1575 Delucchi Ln., Ste. 209  
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Greenville, SC 29607  
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920 Bay St., Ste. 26  
Beaufort, SC 29902  
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Knoxville, TN 37922  
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Memphis, TN 38120  
(901) 753-6977

5205 Maryland Way, Ste. 202  
Brentwood, TN 37027  
(615) 369-0670

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10210 North Central Expy., Ste. 115  
Dallas, TX 75231  
(214) 446-1611

974 Campbell Rd., Ste. 204  
Houston, TX 77024  
(713) 467-5858

2731 81st St.  
Lubbock, TX 79423  
(806) 744-1188

9901 IH-10 West, Ste. 1035  
San Antonio, TX 78230  
(210) 227-6229

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20 North Main St.  
St. George, UT 84770  
(435) 773-6300

321 N. County Blvd., Ste. D  
American Fork, UT 84003  
(801) 492-0000

**VIRGINIA**

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1231 Alverser Dr.  
Midlothian, VA 23113  
(757) 345-0010

5107 Center St., Ste. 2B  
Williamsburg, VA 23188  
(757) 345-0010

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(509) 221-1540

324 N. Mullan Rd.  
Spokane Valley, WA 99206  
(509) 747-0999

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY  
REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY  
INTERESTS FOR A PUBLIC PROJECT AND DIRECTING THE  
FILING OF EMINENT DOMAIN PROCEEDINGS**

**WHEREAS**, the City of Santa Clara (hereinafter the “City”), a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (hereinafter “SVP”), is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP’s electric system. The upgrades and enhancements require a new 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the “Project);

**WHEREAS**, the Project will enable SVP to transfer additional power, balance electric loads across the City’s three receiving stations, and enhance overall system reliability;

**WHEREAS**, the Project will involve the construction, installation, placement, operation, and maintenance of transmission and distribution electric facilities and result in either the expansion of existing easements or the acquisition of new easements;

**WHEREAS**, it is desirable and necessary for the City to acquire the real property interests necessary for the Project located at 3800 Bassett Street, Santa Clara, CA 95054 (the “Subject Property Interests”), as more fully described and depicted in Exhibit A and Exhibit B;

**WHEREAS**, the City is vested with the power of eminent domain to acquire real property interests by virtue of Section 19 of Article I of the California Constitution, California Government Code section 37350.5, California Public Utilities Code section 612, and California Code of Civil Procedure sections 1240.010 and 1240.220;

**WHEREAS**, the City conducted an appraisal of the Subject Property Interests and, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the Owner of Record to acquire the Subject Property Interests for the amount which it has

established to be just compensation;

**WHEREAS**, the Owner of Record has not accepted the City's offer;

**WHEREAS**, pursuant to the provisions of the California Code of Civil Procedure Section 1245.235, the City provided notice to the Owner of Record of 3800 Bassett Street, Santa Clara, CA 95054 that the City Council intends to adopt a resolution of necessity and the right of the Owner of Record to appear before the City Council and heard; and

**WHEREAS**, on October 8, 2024, by Resolution No. 24-9386, the City Council certified the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project in accordance with California Environmental Quality Act (CEQA), and the actions proposed herein require no further environmental review is necessary pursuant to CEQA.

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

1. That the above Recitals are true and correct and by this reference made a part hereof.
2. That the Report to Council accompanying this resolution is true and correct and by this reference made a part hereof.
3. That the Recitals and the Report to Council support the City Council's findings below:
  - A. The public interest and necessity require the Project.
  - B. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
  - C. The Subject Property Interests sought to be acquired are necessary for the Project.
  - D. All environmental review required by law has been prepared and adopted.
  - E. The offer required by Section 7267.2 of the California Government Code has been made to the Owner(s) of Record of the Subject Property Interests.
  - F. The necessary notice of hearing has been given, as required by Code of Civil Procedure section 1245.235.

4. That The City Attorney or his duly authorized designee is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such actions as he may deem advisable or necessary in connection therewith.

5. That the City may deposit with the State Treasury the probable amount of compensation and obtain an order for prejudgment possession of the Subject Property Interests.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Subject Property Interests Overhead Electric Utility Easement
2. Exhibit B – Exhibit A Description



*Powering* The Center of What's Possible

June 5, 2025

Reed & Graham, Inc.  
Attn: Gerald Graham  
P.O. Box 5940  
San Jose, CA, 95150

Re: **NRS-KRS 115kV Transmission Line Project**  
Property Address: 3800 Bassett Street, Santa Clara, CA 95054  
APN: 104-14-160

Dear Mr. Graham:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 3800 Bassett Street, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **June 24, 2025**. If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Procos".

Nico Procos  
Acting Director of Silicon Valley Power

**CITY OF SANTA CLARA NOTICE OF INTENTION  
TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE  
REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE  
PROJECT**

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on June 24, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard.  
(California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

A handwritten signature in black ink, appearing to read "N. Procos", written in a cursive style.

Nico Procos  
Acting Director of Silicon Valley Power

# EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:  
REED & GRAHAM, INC.  
3800 BASSETT ST.  
SANTA CLARA, CALIFORNIA 95054  
APN: 104-14-160  
EASEMENT AREA: 6,200 FT. ±

**DESCRIPTION:**

The easterly 10.00 feet of the parcel of land conveyed in that certain Grant Deed recorded April 23, 1963 as Document No. 2389925, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

**COMMENCING** at a monument located at the centerline intersection of Bassett Street and Norman Avenue; thence North 27°24'00" West 501.26 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit); thence South 62°36'00" West 30.00 feet to the westerly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence South 63°11'02" West 10.00 feet along the southerly line of said Grantor's Parcel; thence North 27°24'00" West 616.58 feet to the northerly line of said Grantor's Parcel; thence North 63°01'53" East 10.00 feet to the said westerly right-of-way; thence South 27°24'00" East 616.61 feet along said westerly right-of-way to the **POINT OF BEGINNING**.

**CONTAINING:** 6,200 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25	SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC
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*"Engineering with Distinction"*

**TECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH

660 West 700 South Woods Cross, UT 84087 (801) 292-9954

REED & GRAHAM, INC.  
APN: 104-14-160  
3800 BASSETT ST.  
SANTA CLARA, CALIFORNIA 95054



# EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:

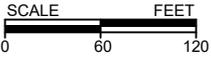
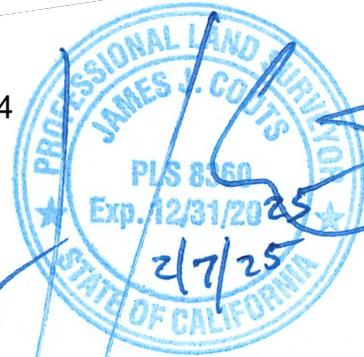
REED & GRAHAM, INC.

3800 BASSETT ST.

SANTA CLARA, CALIFORNIA 95054

APN: 104-14-160

EASEMENT AREA: 6,200 FT. ±



CL MON  
BASSETT STREET  
WYATT DRIVE

**WYATT DR**

N 63°01'53" E  
10.00'

N 27°24'00" W  
616.58'

S 27°24'00" E  
616.61'

1204.76' (TIE)  
Basis of Bearings  
**BASSETT ST**  
N 27°24'00" W (Mon to Mon)

**PROJECT I.D. 5  
REED & GRAHAM, INC.  
APN: 104-14-160**

S 62°36'00" W  
30.00' (TIE)

POB

S 63°11'02" W 10.00'

501.26' (TIE)

CL MON  
BASSETT STREET  
NORMAN AVENUE  
**NORMAN AVE**

### LEGEND

-  EASEMENT AREA
-  ROADWAY PLATTED CENTERLINE
-  POWERLINE REFERENCE LINE
-  FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0 | DATE: 2-7-25 | SCALE: 1" = 120' | BY: GAB | CHK: GHH | APP: JJC

*"Engineering with Distinction"*

**TECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH

660 West 700 South Woods Cross, UT 84087 (801) 292-9954

REED & GRAHAM, INC.  
APN: 104-14-160  
3800 BASSETT ST.  
SANTA CLARA, CALIFORNIA 95054



**SILICON VALLEY POWER.**  
CITY OF SANTA CLARA

## EXHIBIT B

### Exhibit A Description

[i] a 6,200 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

**EXHIBIT C**  
**REQUEST TO BE HEARD**

Date: \_\_\_\_\_, 2025

To: Nora Pimentel, Assistant City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Dear Ms. Pimentel:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of June 24, 2025.

Sincerely,

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_



## Agenda Report

25-527

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

To support the growing electric demand and service needs within the City of Santa Clara (City), Silicon Valley Power (SVP) has identified the need for the construction of a 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project"). This new transmission line will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

After evaluating three potential transmission routes, the City Council approved the preferred route on November 12, 2024 (RTC #24-1040), an overhead alignment along Lafayette Street, Bassett Street, and Duane Avenue. The route was selected based on its overall feasibility, least impact to residents and businesses, permitting constraints, ability to meet the schedule, flexibility in power delivery, ease of maintaining the system, and reduced construction disruption to the public as compared to the other alternatives.

The City Council has previously taken several actions on the Project:

- March 19, 2024 - RTC #24-1614 - Informational Report
- November 12, 2024 - RTC #24-1040 - Action on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and Route Approval for the Project
  - Approved the Adoption of a MND and the MMRP.
  - Approval of Route A, Option 1, for an entirely overhead alignment of the new 115kV transmission line.
- February 25, 2025 - RTC #25-212 - Authority to Execute Purchase and Sale Agreement (PSA) for Easement Acquisitions

Other actions taken for this Project include two virtual community meetings held on April 25, 2024, and May 23, 2024, as well as an in-person public engagement meeting held on August 22, 2024, to present and take comments from the community on the transmission line route.

The Project requires the acquisition of twenty (20) easements for SVP's electrical facilities, including an easement located on 891 Laurelwood Road, Santa Clara, California (Easement Area), comprised of approximately 4,200 square feet of property as more fully described in the Resolution of Necessity, attached to this Report to Council.

### **DISCUSSION**

On August 8, 2024, the City conducted an appraisal of the Easement Area and, subsequently, sent an offer for the Easement Area to the property owner on November 13, 2024. The property owner has declined the initial offer and refuses to negotiate. The property owner requested a billboard to "hide" the pole on their property.

City acquisition of the Easement Area is necessary for the Project and City's reasonable efforts to acquire it through negotiations have not been successful. Therefore, it has become necessary for the City to acquire the Easement Area through the eminent domain process. At this point, in order to proceed with acquisition of the Easement Area under the eminent domain process, the law requires the City Council to hold a public hearing, consider all testimony presented and, in the Council's discretion, adopt a Resolution of Necessity making certain findings. These findings, along with the factual basis necessary to make the findings, are set forth below:

- **The public interest and necessity require the Project.**

The completion of the Project is one of the key projects that are needed to increase SVP's system capacity to approximately 1300-megawatt (MW). Until the Project is completed, SVP's system capacity will be limited to 819MW. This is insufficient to meet projected electric loads within the City. This Project will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

- **The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.**

The SVP evaluation team for the Project consisted of internal SVP staff, design and environmental engineering consultants, and program management staff. The SVP evaluation team conducted a comprehensive analysis and evaluation, employing various methodologies such as potholing and Ground Penetrating Radar (GPR) surveys. This in-depth assessment took into consideration SVP's load growth and system planning projections, schedule, cost estimation, required easements and permits, and engineering judgment. The goal was to determine feasible route alignments, identify a preferred route, and explore potential overhead and underground options within the preferred route. The findings favored the preferred route for the Project which is the all-overhead option set forth in Attachment 2 of RTC #24-1614. The Project alignment chosen will be achieved at less cost, be delivered more quickly, and will impact less residents and businesses than the other considered alignments.

- **The Easement Area sought to be acquired is necessary for the Project.**

The Easement Area is necessary to achieve the technical needs of the Project as it is within the alignment of the selected route. The majority of the route will be built within the public right-of-way however the Easement Area adjacent to the right-of-way is required for maintenance purposes and to ensure the proper electrical conductor clearances are met. The Easement Area also needs to take into account the necessary clearances from the blow out or sway of the electrical conductors.

- **The offer required by Section 7267.2 of the Government Code has been made to the owner of record for the full amount established as the fair market value of the Easement Area.**

On November 13, 2024, the City made an offer to the Owner of Record to acquire the Easement Area for an electric overhead easement upon the value determined by an independent state licensed and certified appraiser in accordance with the above referenced Government Code section.

The Resolution of Necessity requires approval by a two-thirds vote of the Council. If the City Council adopts the recommended Resolution of Necessity, the City would deposit the necessary funds for the Easement's probable compensation with the State Condemnation Deposit Fund and file an eminent domain complaint with the Santa Clara County Superior Court to seek possession of the property.

As always, the parties can continue to negotiate in an effort to come to a mutual agreement on compensation for the easement, including any compensation due for furniture, fixtures, and equipment, and any loss of business goodwill.

### **ENVIRONMENTAL REVIEW**

The Mitigated Negative Declaration (MND) and Mitigation and Reporting Program (MMRP) were prepared for the Project in conformance with CEQA. These documents and Notice of Availability were posted on the City's website at <http://www.santaclaraca.gov/ceqa> and circulated for 30-day review from July 31, 2024, to August 30, 2024.

The MND examined environmental impacts associated with the Project. The MND identified potentially significant impacts to air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water, noise, and traffic/transportation. However, the MND and MMRP incorporates mitigation measures to reduce the potentially significant impacts to less-than-significant.

The MND and MMRP were adopted by the City Council on November 12, 2024, by Resolution No. 24-9386.

### **FISCAL IMPACT**

There is no budget impact to the City for adopting the action on a Resolution of Necessity to acquire certain real property interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record other than administrative staff time and expense. The anticipated easement costs for the Project are currently budgeted within the Electric Utility Capital Fund.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

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

Additionally, on June 5, 2025, a letter (attached) was mailed to the property owner, as verified on the Title Report. The letter included notification of the public hearing and consideration of a Resolution of Necessity. A Notice of Intention to Adopt a Resolution of Necessity stating that the hearing before City Council is scheduled for June 24, 2025, and Request to be Heard documentation were also included as attachments to the letter.

### **ALTERNATIVES**

1. Adopt a Resolution of Necessity to Acquire Certain Real Property Interests.
2. Do not adopt a Resolution of Necessity.

### **RECOMMENDATION**

Adopt a Resolution of Necessity to Making the Required Findings to Acquire Certain Real Property Interests on 891 Laurelwood Road, Santa Clara, California, from the Owner of Record (***Five affirmative votes required [California Code of Civil Procedure section 1245.245]***).

Reviewed by: Nico Procos, Acting Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

### **ATTACHMENTS**

1. 891 Laurelwood Road, November 13, 2024, Offer Letter
2. Resolution of Necessity
3. 891 Laurelwood Rd, Intent Resolution of Necessity and Notice of Intention



*Powering* The Center of What's Possible

Nov. 13, 2024

891 Laurelwood LLC  
Hok Yeung  
P.O. Box 503  
Belmont, CA, 94002

SUBJECT: OFFER TO PURCHASE OVERHEAD ELECTRIC EASEMENT  
SITE: 891 Laurelwood Road  
NRS-KRS 115kV Transmission Line Project

Dear Mr. Yeung:

The City of Santa Clara, acting by and through its municipally owned utility, Silicon Valley Power (SVP), is currently pursuing acquisition of power line easements to construct, operate, and maintain approximately 2.24 miles of new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) ("Project"). The power lines that are proposed to be built for the Project requires the acquisition of property rights affecting approximately 4,200 square feet over a portion of your property located at 891 Laurelwood Road, Santa Clara, CA and is also identified by the County Assessor as Parcel No. 101-11-004 ("Property").

SVP's primary objective of the Project is to increase system capacity and reliability. The majority of the new 115kV transmission line would be constructed along Lafayette Street, Bassett Street, and Duane Avenue. The Project is anticipated to be completed in 2028.

SVP designs its transmission system so that a loss of a single transmission line does not result in the loss of power for its customers. This design philosophy ensures the maximum reliability for its customers. As the power demands of the City grow, so does the necessity to construct infrastructure upgrades, such as this project, to continue to maintain this level of service reliability and increase the power capacity to support load growth and development. SVP is proactive about addressing future reliability issues and committed to providing the best service reliability for its customers.

Our title information shows 891 Laurelwood LLC, a California limited liability company to be the owner of the Property. This Property is within the Project area.

Subject to, and upon the terms and conditions set forth herein, SVP offers to purchase the easement area over the Property ("Easement Area"), as described in Exhibit A: Overhead Electric Easement Deed ("Easement Deed") attached hereto. SVP hereby offers the sum of One Hundred Five Thousand Dollars (\$105,000) as just compensation for the acquisition of the Easement Area.



*Powering* The Center of What's Possible

It is the policy of SVP to acquire property interests that are in private interests through voluntary purchase, if possible, and only when it is necessary to do so. In accordance with applicable law, SVP has obtained, reviewed and approved an appraisal to establish the fair market value of the property to be acquired. The attached Appraisal Summary outlines the basis for this offer pursuant to Government Code §7267.2.

Pursuant to Code of Civil Procedure §1263.025, SVP offers to pay your reasonable costs up to five thousand dollars (\$5,000) for an independent appraisal of the property interests. By law, an appraiser licensed by the Office of Real Estate Appraisers must prepare the independent appraisal. Although you are not required to obtain an appraisal at this time, or at all, if you believe such appraisal can assist you in evaluating this offer, it is in your interest to obtain an independent appraisal as expeditiously as possible. If you choose to obtain an appraisal, please forward SVP an invoice from your appraiser, identifying the Easement Area and the Property address as the subject of the appraisal and the fee charged.

Materials enclosed for your information include:

- An Easement Deed with Exhibit showing the Easement Area;
- The Appraisal Summary for your Easement Area.

The agent assigned to you and to whom you will be working with is **John Timmins** who can be reached at **801-244-3707** or by email at **john.timmins@eciusa.com**. Please contact him if you have any questions or if you wish further clarification of this offer.

If you are agreeable to the purchase amount of this offer for the Easement Area, please indicate your acceptance by signing in the space provided below and return an original signed copy of this letter to **John Timmins** using the postage paid return envelope, which is enclosed, for your use. Upon receipt of your acceptance of this purchase offer amount, a contract for sale (Purchase and Sale Agreement) and escrow instructions will be prepared for your execution. SVP will pay all of the conveyance and escrow costs. All taxes and assessments, if any, will be pro-rated, and possession will be delivered to SVP at the close of escrow.

Sincerely,

Manuel Pineda P.E.  
Chief Electric Utility Officer



*Powering* The Center of What's Possible

Enclosures:

SVP Easement with Exhibit  
Appraisal Summary  
Postage paid return envelope

**ACCEPTANCE OF OFFER**

I, Hok Yeung, am the legal owner of the Property. SVP submitted to me an Offer to purchase Overhead Electric Easement dated November 13, 2024 ("Offer") whereby the City of Santa Clara acting by and through its municipally owned utility, Silicon Valley Power, offered \$105,000 as the purchase amount for the acquisition of the Easement Area. By signing below, I, Hok Yeung hereby accept this Offer and the terms and conditions contained therein. I further represent that I am legally authorized to accept the Offer.

Any and all capitalized terms shall have the meaning ascribed to them in the Offer.

Owner's Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Recording Requested by:  
Office of the City Attorney  
City of Santa Clara, California

When Recorded, Mail to:  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOVERNMENT CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOVERNMENT CODE § 27388.1 (a)(2)(D)

## OVERHEAD ELECTRIC EASEMENT DEED

891 Laurelwood Road & APN 101-11-004  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **891 Laurelwood LLC, a California limited liability company**, (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission systems, electrical distribution system, and communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"OWNER" APN 101-11-004 (2024-10)**

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED. ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

# EXHIBIT "A"

SVP REF: SC 1X-1XX

OVERHEAD ELECTRIC EASEMENT ACROSS:  
891 LAURELWOOD, LLC  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054  
APN: 101-11-004  
EASEMENT AREA: 4,200 SQ.FT. ±



## DESCRIPTION:

The westerly 20.00 feet of the parcel of land conveyed in that certain Grant Deed recorded May 29, 2015 as Document No. 22970351, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

**COMMENCING** at a monument located along the centerline of Bassett Street; thence North 1°06'00" East 264.07 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit); thence South 88°54'00" East 33.00 feet to the easterly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence continuing South 88°54'00" East 20.00 feet along the northerly line of said Grantor's Parcel; thence South 1°06'00" West 213.85 feet to the easterly right-of-way of said Bassett Street and the beginning of a non-tangent curve concave northeasterly having a radius of 55.00 feet; thence northwesterly 48.46 feet along said curved right-of-way through a central angle of 50°47'88"; thence North 1°06'00" East 171.43 feet along said easterly right-of-way to the **POINT OF BEGINNING**.

**CONTAINING:** 4,200 sq. ft., more or less.

**-PRELIMINARY-  
FOR REFERENCE ONLY**

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0    DATE: 10-7-24    SCALE: 1" = 60'    BY: GAB | CHK: GHH | APP: JJC

*Engineering with Distinction*  

**ECI ELECTRICAL**  
 CONSULTANTS, INC.  
 SALT LAKE CITY, UTAH  
 660 West 700 South Woods Cross, UT 84087 (801) 292-9834

891 LAURELWOOD, LLC  
APN: 101-11-004  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054

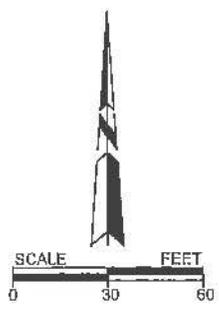


**SILICON VALLEY POWER**  
CITY OF SANTA CLARA

# EXHIBIT "A"

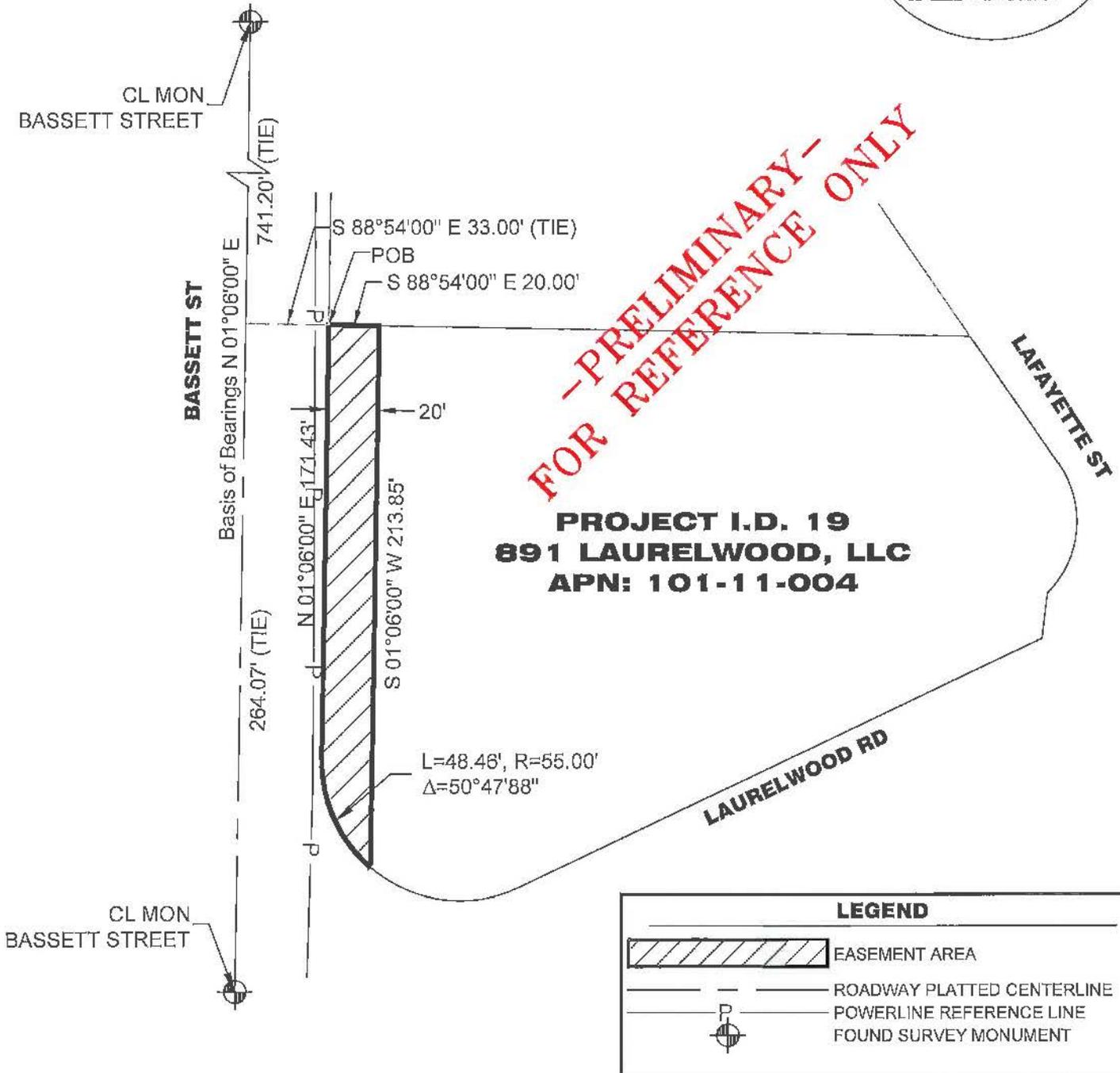
OVERHEAD ELECTRIC EASEMENT ACROSS:  
891 LAURELWOOD, LLC  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054  
APN: 101-11-004  
EASEMENT AREA: 4,200 SQ.FT. ±

*NOT VALID  
UNLESS  
SIGNED &  
SEALED*



**-PRELIMINARY-  
FOR REFERENCE ONLY**

**PROJECT I.D. 19  
891 LAURELWOOD, LLC  
APN: 101-11-004**



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0    DATE: 10-7-24    SCALE: 1" = 60'    BY: GAB | CHK: GHH | APP: JJC

*Engineering with Distinction*  
**ECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH  
690 West 700 South Woods Cross, UT 84057 (801) 292-9954

891 LAURELWOOD, LLC  
APN: 101-11-004  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054

**SILICON VALLEY POWER**  
CITY OF SANTA CLARA  
SHEET: 2 of 2



3160 Crow Canyon Place, Suite 245  
San Ramon, CA 94583  
925.327.1660 phone  
408-279-3428 fax  
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## **Appendix A**

October 8, 2024

**City of Santa Clara  
Overhead Electric Easement  
Appraisal Summary Statement And  
Summary of the Basis for Just Compensation  
(Pursuant to Government Code Section 7267.2)**

The following is a statement of and summary of the basis for the appraisal and the amount that Silicon Valley Power has established as just compensation required by California Government Code Section 7267.2. The appraisal on which this summary is based was made in accordance with accepted appraisal principles, consistent with California valuation law.

The purpose of this appraisal is to estimate the fair market value of the proposed acquisition appraised. Section 1263.320 of the Code of Civil Procedure defines fair market value as:

- A. *The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.*
- B. *The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.*

The date of value August 8, 2024, which was the date of inspection.

The intended use of this appraisal is for potential acquisition of easement access rights, which is called the Overhead Electric Easement. The intended user is Silicon Valley Power.

The scope of work included inspecting the property, research and analysis of comparable data, and highest and best use analysis.

The appraised rights are further identified as follows:

- 1) The fair market value of a 4,200-square-foot permanent easement.

### **Statement of the Amount Established as Just Compensation**

The amount Silicon Valley Power has established as just compensation for the property rights described in the accompanying offer is: **\$105,000 (One Hundred Five Thousand Dollars).**

### **Summary of Basis for the Amount Established as Just Compensation**

This Summary of the Basis for the Amount Established as Just Compensation (prepared pursuant to Government Code Section 7267.2) is a summary of the appraisal used by Silicon Valley Power to determine the amount it established as just compensation for an easement.

#### **(A) Property Identification – Subject Property**

<b>Owner of Record:</b>	891 Laurelwood LLC
<b>Assessor's Parcel Numbers (APNs):</b>	Santa Clara County Assessor's Parcel Number (APN) 101-11-004
<b>Property Address:</b>	891 Laurelwood Road, Santa Clara, Santa Clara County, California 95054
<b>Property Transfers in the Past Three Years:</b>	There have been no other transfers within three years.
<b>General Character of Interest Being Appraised:</b>	Easement
<b>Larger Parcel Land Size:</b>	52,272 square feet
<b>Improvements:</b>	There is an existing multi-tenant industrial showroom property.
<b>Topography:</b>	Level
<b>Shape:</b>	Irregular

<b>Access:</b>	Access to the Larger Parcel is available off of Bassett Street and Laurelwood Road.
<b>Utilities:</b>	Typical municipal and public utilities are available.
<b>Environmental Conditions:</b>	We did not receive a Phase I report for the Subject Property, and we assume there are no adverse environmental conditions.
<b>Date of Valuation:</b>	August 8, 2024
<b>Highest and Best Use</b>	The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued.
<b>Highest and Best Use – As If Vacant:</b>	Industrial development
<b>Highest and Best Use – As Improved:</b>	Existing use
<b>Present Use Subject Property:</b>	The Larger Parcel is currently used as a multi-tenant industrial property.
<b>Applicable Zoning:</b>	ML (also known as LI) – Light Industrial

**(B) Approaches Used in the Appraisal**

We employed the “before” and “after” methodology for the Larger Parcel. In the “before” condition, we have not considered the Project.

In the “after” condition, we have considered the impacts attributed to the proposed easement and the Project.

Three methods of valuation can be applied to the appraisal of land. The most often used approach is the Direct Sales Comparison Approach. This method involves the comparison of the subject with recent sales of comparable properties.

A second method of land appraisal is the Land Development Approach. This approach involves estimating the development costs of installing all utilities and off-sites. These costs can be subtracted from a known improved lot value (established by sales comparison) to arrive at an estimate of raw land value or added to the known raw land value to arrive at the value of an improved site.

The third method employed is an Income Residual Method. An estimate is made of the potential net income, which can be earned from the site improved with buildings. The cost of these improvements is estimated to determine the portion of the income needed to supply a fair return on these costs. The residual income is available for a return on the land. Therefore, this income is capitalized into an indicated land value.

For purposes of this appraisal, the Sales Comparison Approach has been employed. Sufficient sales data was available that it was felt this method yielded a reliable result. This is the method that would most often be applied by a typical buyer of this type of property. The comparable sales are provided in Exhibit A.

#### Sales Comparison Approach

The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison.

Based on our analysis of sale comparables provided in Exhibit A, we estimate the land value of the Larger Parcel to be \$5,227,200 (land only). This is based on a price per square foot of land of \$100 x 52,272 square feet.

#### **(C) Value of Part Taken**

We have valued the part taken next. This consists of the value of the permanent easement.

#### Permanent Easement

In the "after" condition, the highest and best use of the Larger Parcel remains for continuation of the existing use.

For this valuation, the rationale for estimating the easement value can be shown as an equation:

#### **Fee simple land value x % of fee rights being acquired = easement value**

Based on our experience, an easement that is solely for subsurface utilities, as one example, may command a 10-35% share of the fee rights. As another example, exclusive control of surface rights may capture 90-100% of the fee simple value.

The subject is a perpetual easement. The grantor has significant remaining rights at the surface, landscaping, parking and signage for example. We estimate that the easement encumbers 25% of the total bundle of rights.

Therefore, the fair market value for the permanent easement is estimated at **\$105,000**, or 4,200 square feet x \$100 x 25%.

#### **(D) Severance Damages/Benefits Analysis**

Severance damages and benefits involve measuring the effect that the "acquisition" and "Project" have on the value of the property remaining, i.e., on the "remainder."

The acquisition is not expected to result in any severance damages to the remainder.

The highest and best use of the Larger Parcel upon partial acquisition is unchanged, relative to the "before" condition. We have not identified any damages from the Project.

Benefits result when the value of the remainder increases because of either the Project or the acquisition. Any resulting benefits are offset only against severance damages and not against acquisition value.

Each case for benefits is unique. In the case of the subject, we envision that the electric utility upgrades would be superior relative to the existing conditions. Since we have not identified any severance damages, we have not quantified any potential benefits.

**(E) Conclusion of Just Compensation and Value in the "After" Condition**

The market value of the acquisition is shown on the following page.

**Summary of Valuation**

A. Land Value of the whole before acquisition:	\$5,227,200
B. Value of the part acquired as part of the whole:	\$105,000
Permanent Easement (\$100 x 4,200 SF x 25%)	\$105,000
Site Improvements (e.g. trees)	\$0
C. Value of the remainder as part of the whole: (Line A less Line B)	\$5,122,200
D. Value of the remainder after the acquisition and before consideration of benefits (Line C - Line E)	\$5,122,200
E. Severance Damages/Cost to Cure	\$0
F. Value of the remainder after the acquisition and after considering benefits	\$5,122,200
G. Benefits (Line F less Line D)	0
H. Net Damages or Net Benefits (Line E minus Line G)	\$0
Plus: TCE:	<u>\$0</u>
Total	\$0
I. Market Value of the Acquisition (Just Compensation) (Line B plus Line H)	\$105,000
	\$0
Subtotal	\$105,000
Rounded	<b><u>\$105,000</u></b>

The resulting land value of the remainder in the "after" condition is \$5,122,200, or \$5,227,200 - \$105,000.

The fair market value for the acquisition is, **\$105,000**, as summarized below:

**Value Conclusions: 891 Laurelwood**

	Permanent Easement	Site Improvements	Net Severance Damages	Total Fair Market Value
Value Type	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Property Rights Appraised	Permanent Easement			Acquisition
Date of Value	August 8, 2024	August 8, 2024	August 8, 2024	8/8/20024
<b>Fair Market Value</b>	<b>\$105,000</b>	<b>\$0</b>	<b>\$0</b>	<b>Total: \$105,000 (rounded)</b>

The previous is a summary of the appraisal prepared at the request of Silicon Valley Power to comply with Government Code Section 7267.2 that fairly and correctly states my opinions and knowledge.

Dated: October 8, 2024



Josh Fronen, MAI  
Managing Director  
California Certified License #AG028548  
License Expires 12-18-2025

# Addenda

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Exhibit A: Land Sales  
Exhibit B: Easement Area  
Office Locations

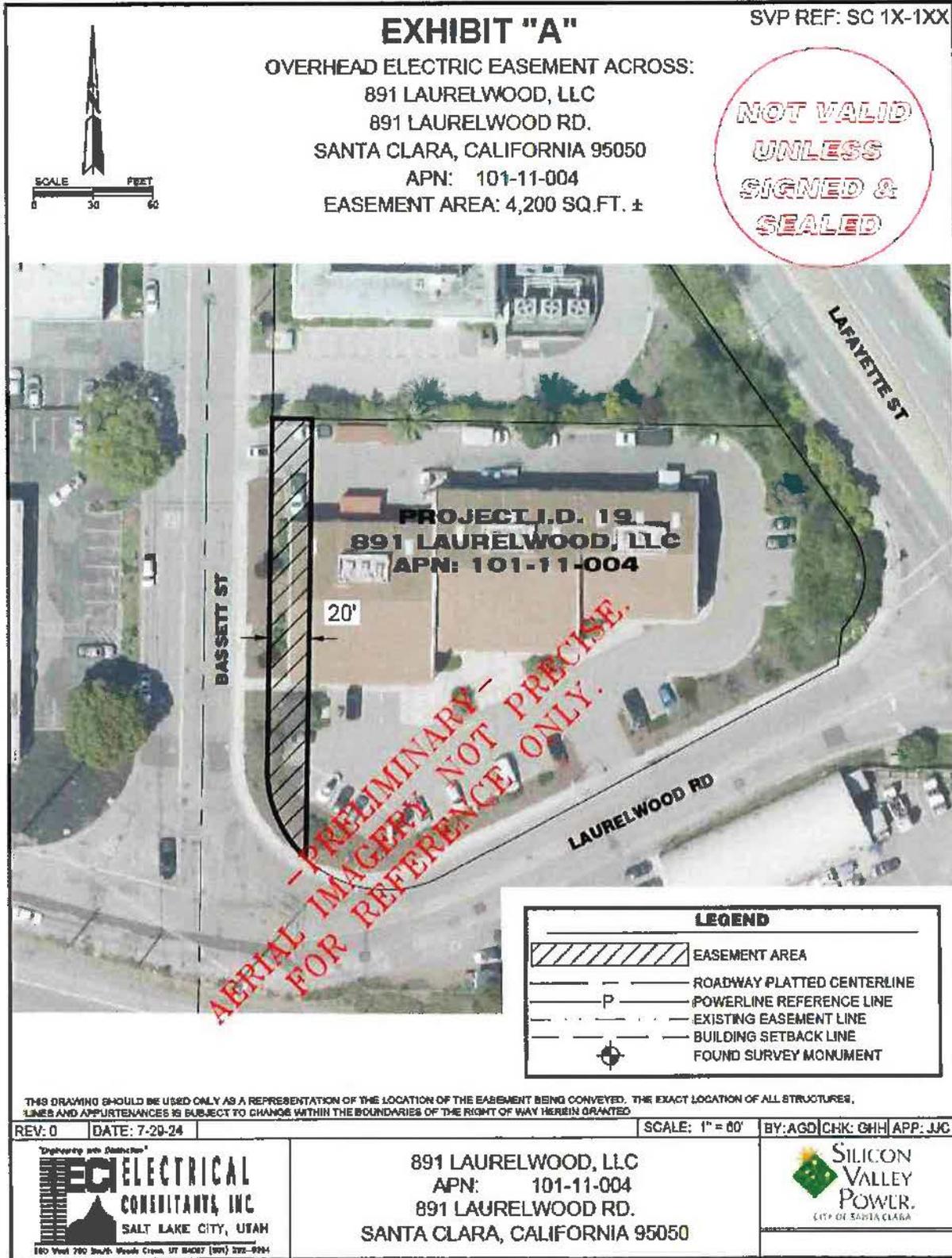
## Exhibit A: Land Sales

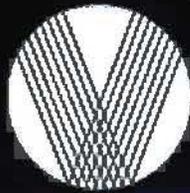
### Comparable Sales Summary

Comp No.	Address	COE date	Land SF	Sale Price	Price per SF of Land	Grantor / Grantee and Recording #
1	735 Reed Street Santa Clara	Feb-22	47,044	\$ 5,000,000	\$106.28	Farahani, Alireza 735 Reed Street LLC Recording #25249526
2	1045 Commercial Court San Jose	Jan-23	108,028	\$ 6,500,000	\$60.17	Anderson Graves LLC 1045 Commercial Court LLC Recording #25431855
3	868 Parker Street Santa Clara	Jul-24	39,048	\$ 4,900,000	\$125.49	ABC Manufacturing Co. 840 Parker Street LLC Recording #25661169

Exhibit B: Easement Area

Permanent Easement





# Valbridge

PROPERTY ADVISORS

## FAST FACTS

### COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
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Naples, FL 34103  
(239) 514-4646

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224 Avalon Cir.  
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5205 Maryland Way, Ste. 202  
Brentwood, TN 37027  
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10210 North Central Expy., Ste. 115  
Dallas, TX 75231  
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Houston, TX 77024  
(713) 467-5858

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Lubbock, TX 79423  
(806) 744-1188

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St. George, UT 84770  
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American Fork, UT 84003  
(801) 492-0000

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5107 Center St., Ste. 2B  
Williamsburg, VA 23188  
(757) 345-0010

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY  
REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY  
INTERESTS FOR A PUBLIC PROJECT AND DIRECTING THE  
FILING OF EMINENT DOMAIN PROCEEDINGS**

**WHEREAS**, the City of Santa Clara (hereinafter the “City”), a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (hereinafter “SVP”), is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP’s electric system. The upgrades and enhancements require a new 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the “Project”);

**WHEREAS**, the Project will enable SVP to transfer additional power, balance electric loads across the City’s three receiving stations, and enhance overall system reliability;

**WHEREAS**, the Project will involve the construction, installation, placement, operation, and maintenance of transmission and distribution electric facilities and result in either the expansion of existing easements or the acquisition of new easements;

**WHEREAS**, it is desirable and necessary for the City to acquire the real property interests necessary for the Project located at 891 Laurelwood Road, Santa Clara, CA 95054 (the “Subject Property Interests”), as more fully described and depicted in Exhibit A and Exhibit B;

**WHEREAS**, the City is vested with the power of eminent domain to acquire real property interests by virtue of Section 19 of Article I of the California Constitution, California Government Code section 37350.5, California Public Utilities Code section 612, and California Code of Civil Procedure sections 1240.010 and 1240.220;

**WHEREAS**, the City conducted an appraisal of the Subject Property Interests and, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owner of record to acquire the Subject Property Interests for the amount which it has

established to be just compensation;

**WHEREAS**, the City determined the Owner of Record based on the name and address appearing on the last equalized county assessment roll notice in connection with the Subject Property Interests;

**WHEREAS**, the Owner of Record has not accepted the City's offer;

**WHEREAS**, pursuant to the provisions of the California Code of Civil Procedure Section 1245.235, the City provided notice to the Owner of Record of 891 Laurelwood Road, Santa Clara, CA 95054 that the City Council intends to adopt a resolution of necessity and the right of the owner of record to appear before the City Council and heard; and

**WHEREAS**, on October 8, 2024, by Resolution No. 24-9386, the City Council certified the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project in accordance with California Environmental Quality Act (CEQA), and the actions proposed herein require no further environmental review is necessary pursuant to CEQA.

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

1. That the above Recitals are true and correct and by this reference made a part hereof.
2. That the Report to Council accompanying this resolution is true and correct and by this reference made a part hereof.
3. That the Recitals and the Report to Council support the City Council's findings below:
  - A. The public interest and necessity require the Project.
  - B. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
  - C. The Subject Property Interests sought to be acquired are necessary for the Project.
  - D. All environmental review required by law has been prepared and adopted.
  - E. The offer required by Section 7267.2 of the California Government Code has

been made to the Owner(s) of Record of the Subject Property Interests.

F. The necessary notice of hearing has been given, as required by Code of Civil Procedure section 1245.235.

4. That the City Attorney or his duly authorized designee is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such actions as he may deem advisable or necessary in connection therewith.

5. That the City may deposit with the State Treasury the probable amount of compensation and obtain an order for prejudgment possession of the Subject Property Interests.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:  
NOES: COUNCILORS:  
ABSENT: COUNCILORS:  
ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Subject Property Interests Overhead Electric Utility Easement
2. Exhibit B – Exhibit A Description



Powering The Center of What's Possible

June 5, 2025

891 Laurelwood LLC  
Attn: Hok Yeung  
P.O. Box 503  
Belmont, CA 94002

Re: **NRS-KRS 115kV Transmission Line Project**  
Property Address: 891 Laurelwood Road, Santa Clara, CA 95054  
APN: 101-11-004

Dear Mr. Yeung:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 891 Laurelwood Road, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **June 24, 2025**. If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Nico Procos".

Nico Procos  
Acting Director of Silicon Valley Power

**CITY OF SANTA CLARA NOTICE OF INTENTION  
TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE  
REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE  
PROJECT**

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on June 24, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard.  
(California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

A handwritten signature in black ink, appearing to read 'Nico Procos', written in a cursive style.

Nico Procos  
Acting Director of Silicon Valley Power

EXHIBIT A

SVP REF:

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:

891 LAURELWOOD, LLC  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054  
APN: 101-11-004  
EASEMENT AREA: 4,200 SQ.FT. ±

DESCRIPTION:

The westerly 20.00 feet of the parcel of land conveyed in that certain Grant Deed recorded May 29, 2015 as Document No. 22970351, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

**COMMENCING** at a monument located along the centerline of Bassett Street; thence North 1°06'00" East 264.07 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit); thence South 88°54'00" East 33.00 feet to the easterly right-of-way of said Bassett Street and the **POINT OF BEGINNING**; thence continuing South 88°54'00" East 20.00 feet along the northerly line of said Grantor's Parcel; thence South 1°06'00" West 213.85 feet to the easterly right-of-way of said Bassett Street and the beginning of a non-tangent curve concave northeasterly having a radius of 55.00 feet; thence northwesterly 48.46 feet along said curved right-of-way through a central angle of 50°47'88"; thence North 1°06'00" East 171.43 feet along said easterly right-of-way to the **POINT OF BEGINNING**.

**CONTAINING:** 4,200 sq. ft., more or less.



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

REV: 0    DATE: 2-7-25    SCALE: 1" = 60'    BY: GAB | CHK: GHJ | APP: JJC



891 LAURELWOOD, LLC  
APN: 101-11-004  
891 LAURELWOOD RD.  
SANTA CLARA, CALIFORNIA 95054

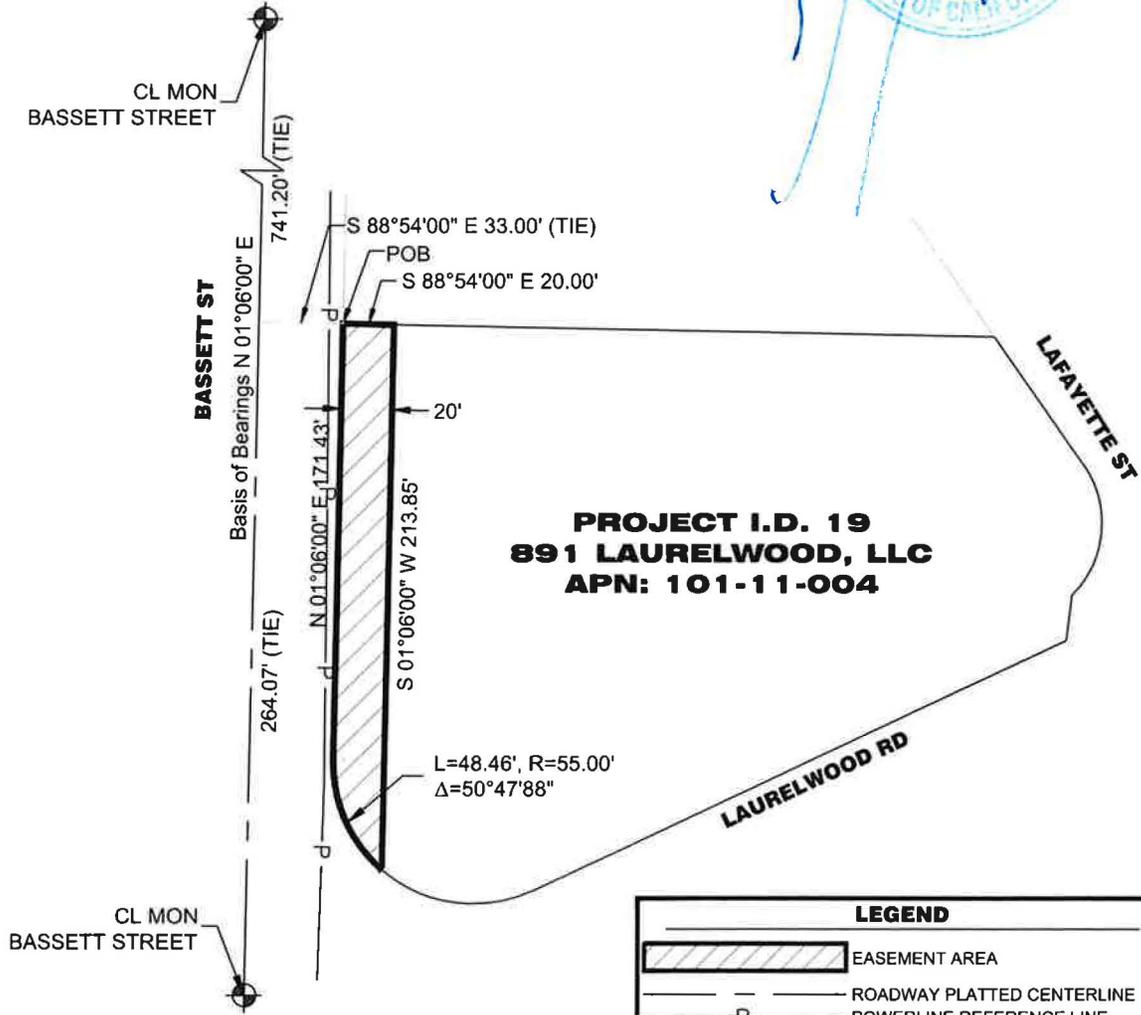
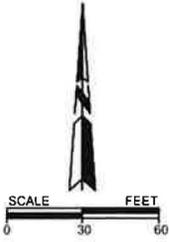


SHEET: 1 of 2

# EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:  
 891 LAURELWOOD, LLC  
 891 LAURELWOOD RD.  
 SANTA CLARA, CALIFORNIA 95054  
 APN: 101-11-004  
 EASEMENT AREA: 4,200 SQ.FT. ±



**PROJECT I.D. 19**  
**891 LAURELWOOD, LLC**  
**APN: 101-11-004**

LEGEND	
	EASEMENT AREA
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

REV: 0    DATE: 2-7-25    SCALE: 1" = 60'    BY: GAB | CHK: GHJ | APP: JJC

**EECI ELECTRICAL CONSULTANTS, INC.**  
 SALT LAKE CITY, UTAH  
 660 West 700 South Woods Cross, UT 84087 (801) 292-9954

891 LAURELWOOD, LLC  
 APN: 101-11-004  
 891 LAURELWOOD RD.  
 SANTA CLARA, CALIFORNIA 95054

**SILICON VALLEY POWER.**  
 CITY OF SANTA CLARA  
 SHEET: 2 of 2

## EXHIBIT B

### Exhibit A Description

[i] a 4,200 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

**EXHIBIT C**  
**REQUEST TO BE HEARD**

Date: \_\_\_\_\_, 2025

To: Nora Pimentel, Assistant City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Dear Ms. Pimentel:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of June 24, 2025.

Sincerely,

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_



## Agenda Report

25-366

Agenda Date: 6/24/2025

### REPORT TO COUNCIL

#### SUBJECT

Action on a Recommendation from the Governance & Ethics Committee to Adopt New Council Policy 055 Providing for a Consolidated Set of Council Meeting Procedures and Protocols for Use by the City Council and Other City Boards, Commissions and Committees

#### BACKGROUND

On July 2, 2024, staff prepared a report (Attachment 1) to the Governance and Ethics Committee which presented options for consideration regarding the use of Rosenberg's Rules of Order ("Rosenberg's") for meeting management procedures for public meetings. During the item, staff presented differences between Robert's Rules of Order (the current parliamentary system used by the City pursuant to City Code Section 2.10.020) and Rosenberg's Rules of Order. Existing "local" rules for procedures that the City had been formally adopted or were being using as a matter of informal policy and practice, were also presented.

At the July 2, 2024 meeting, the Committee approved a motion to direct staff to return to the Committee with a policy on meeting management protocol and recommended inclusion of a provision to split public comment between the beginning and end of a meeting, at the discretion of the presiding officer, if a substantial number of public presenters proposed to speak, and a significant amount of agenda items still remained to be considered.

On October 4, 2024, City Attorney Glen Googins presented to the Governance and Ethics Committee on the agenda item for Action on a Policy for Meeting Management protocols (Attachment 2) which included information on a recommended formal policy and procedure for consideration by the Committee. The proposed Council Policy included (a) rules consistent with current Council practices that had not yet been formalized, (b) other proposed rules and procedures taken directly or adapted from Rosenberg's Rules of Order, and (c) additional terms based on "best practice" rules used by other cities. Provisions in the proposed policy also made it clear that the conduct of City meetings remained subject to the requirements of the Brown Act and the terms of the City Charter.

Committee members discussed and debated the various aspects of the proposed policy. They also discussed the need for consistency and enforcement in the application of the rules, the pros and cons of having interactive discussions during question periods versus the efficiency of asking all questions at once, and the pros and cons of including time limits on Council member deliberations.

The Committee ultimately voted unanimously to forward the proposed Policy on substantially the terms presented to the full City Council for its consideration. Although discussed, the Committee ultimately decided not to include formal time limits on City Councilmember deliberations into their recommended policy.

Following Committee approval, the City Attorney's office incorporated a number of refinements and wording changes into the draft policy. The City Attorney also met with the Mayor, both to familiarize her with the proposal and to get her input as the "Presiding Officer." All such proposed changes are described below. They are also highlighted in the attached underline/strikeout version of the policy (Attachment 4). This updated policy, proposed new City Council Policy 055, "Council Meeting Procedures and Protocols," is now presented to the full Council for your consideration and possible action (Attachment 5).

## **DISCUSSION**

Proposed new City Council Policy 055, Council Meeting Procedures and Protocols (Meeting Policy) includes the following key provisions:

- Transition to Rosenberg's. In general, the proposed Meeting Policy will transition the City from parliamentary rules based upon Robert's Rules of Order to a system based on Rosenberg's Rules of Order, and other best practices. In general, Rosenberg's is much less complex than Robert's, and more oriented towards smaller legislative bodies, like cities. That said, the core provisions of Robert's and Rosenberg's are substantially the same. Notable differences include: Rosenberg's allows the maker of a motion to voluntarily withdraw the motion while Robert's requires a formal vote of the body; Rosenberg's allows for informal "friendly" amendments to motions, while Robert's requires a formal amendment process with a full vote; in addition to the main motion, Robert's allows multiple "secondary" motions to be proposed and pending before the main motion is considered, while Rosenberg's only allows for a total of only three pending motions. [Policy Purpose Section]
- Relationship to Other Laws. The proposed Meeting Policy makes reference to Rosenberg's but is intended to stand alone unless specific terms of Rosenberg's are incorporated. It is also designed to be consistent with (and subject to) the terms of the Brown Act and the City Charter. [Policy Purpose Section]
- Applicability to Other Boards and Commissions. If adopted, the Meeting Policy would also apply to all other City Boards, Commissions, and Committees. Supplemental rules could be adopted by such bodies, but any proposed policies that were inconsistent, unless applicable law required otherwise, would need to be approved by City Council.
- Mayor as Presiding Officer. Consistent with the City's Charter, Rosenberg's and best practices, the Meeting Policy maintains the concept of the Mayor/Chair as "Presiding Officer" having primary responsibility for managing the meeting in accordance with applicable rules. [Policy Section A].
- Appeal of Points of Order. Through a process of appeal on points of order, a majority of the body reserves the right to overrule the Mayor/Chair. Votes on points of order must be approved by an affirmative vote of the majority of members present and voting [Policy Section A.2 and Section G].
- Order of Consideration of Agendized Items. Agendized items are to be considered through a process and order consistent with current Council practices. [Policy Section B]

- Rules for Public Comment for Agendized and Non-Agendized Items. Public testimony rules include (1) comments to be directed to City Council as a body; (2) time limits generally consistent with City Council Policy 029 (two minutes for agendized items and three minutes for public presentations), but with the addition of limits on the ability to cede time (8 minutes for agendized items and 12 minutes for public presentations); (3) special rules for public presentations, including the ability of the Mayor to bifurcate public presentations, with a second round at the end of the meeting as circumstances may warrant; and (4) prohibitions on disruptive/unruly behavior. [Policy Section C]
- Procedures and Protocols for Council Deliberations. Rules include a process for taking turns, a required focus on discussions of the matter presented (not extraneous matters), a prohibition on personal attacks, and avoidance of repetition and interruptions. Note: To encourage deliberations before formal actions are proposed, unlike Robert's or Rosenberg's (and consistent with current practices), the Meeting Policy expressly allows Council deliberations on an item before a formal motion is made. [Policy Section D]
- Terms for Main Motions and Secondary Motions. Terms for "main" and "secondary" motions are based primarily on procedures set forth in Rosenberg's and other existing City /best practices. Consistent with current practice, all formal motions require a second, "friendly" amendments to motions are allowed, and the maker of a motion may "withdraw" their motion without a vote. A new proposal would allow the Presiding Officer to adjourn the meeting without a formal vote being required, with consensus of the Council. [Policy Section E]
- Council Action. Prior to any action, the City Clerk, with assistance from the City Attorney, is responsible for presenting the motion (orally or in writing) so all parties are clear on what is before them. If the motion is for staff's recommendation, reference can be made to a staff presentation slide or the agenda. A simple majority vote of the Council (four votes) is sufficient to pass a motion, except where the applicable law requires a higher vote (e.g., under Section 1305 of the City Charter, a budget amendment with an appropriation requires 5 votes). Motions that receive less than the requisite number of votes "fail." Motions that pass may be "reconsidered" under the terms of existing City Council Policy 042. [Policy Section E.10, 11 and 12]
- Standards for Decorum. At all times, the City Council is responsible for conducting themselves in a respectful and professional manner, without personal attacks. For further guidance on the standards for decorum, reference is made to the existing City Council Behavioral Standards. [Policy Section F]
- Enforcement of Rules and Appeals, Consistent with Rosenberg's (and current/best practices), the Meeting Policy affords the Presiding Officer primary responsibility and deference for overseeing Meeting Policy requirements and points of order. Request for interpretations can be made by any party of the City Attorney, with any determinations subject to appeal by the Council. [Policy Section G]
- Reference to Other Relevant City Council Policies. The proposed Meeting Policy does not attempt to consolidate every policy and rule adopted by the Council regarding Council policies and procedures. This could, however, be something to consider in the future. In the

meantime, the Meeting Policy does make reference to other applicable Council policies, including Council Policy 029-Time Limits for Speakers at Council, Council Policy 030 - Adding an Item on the Agenda; and Council Policy 042 - Reconsideration of Council Action; and City of Santa Clara Program in Ethics & Values, Behavioral Standards for Councilmembers. [Policy Section H]

In summary, the proposed Meeting Policy is not a dramatic departure from existing City practices. However, professional staff believes that it does offer improvements over the length and complexity of Robert's Rules (some rules of which already aren't followed to the letter), with the added benefit of putting in writing, and all in one place, a number of existing City meeting rules, using clear "user friendly" language. As proposed, the Meeting Policy also provides for the application of standard meeting rules to all of the City's boards, commissions, and committees.

A Note on Abstentions. One provision worth considering as a possible addition to the proposed Meeting Policy, which was not discussed at the Governance and Ethics Committee level, would be a provision clarifying the rules that apply to abstentions. Under state law, a Councilmember is **required** to abstain from votes where they have a conflict of interest. This is commonly known as "recusal." But how about when there is no such requirement? And if a party must, or chooses to, abstain, how is their seat/vote counted for purposes of determining a quorum or whether or not the requisite number of votes to pass a motion was obtained? Charter cities have a fair amount of discretion in this regard. Under the City's current "modified" version of Robert's, all parties are encouraged, but **not required** to vote. Further, if a member must legally "recuse" themselves on a particular matter, their "seat" is not counted towards the quorum for such matter. By contrast, if a member can lawfully participate in an item, their seat is counted towards the quorum, but their abstention is considered a "non-vote" (in other words, neither a yes or a no vote). Also, while a member abstaining is **encouraged** to state the basis for their non-participation, except as required by law for conflict of interest "recusal" purposes, they are **not required** to do so. Under Rosenberg's, a number of options are explored for how to handle abstentions, but no specific rule is adopted. Staff recommends that, at a minimum, for clarity, a summary of the City's existing practice regarding abstentions be drafted and included as an addition to the Meeting Policy.

### **Next Steps**

If Council approves the proposed Meeting Policy, either in the form presented or with modifications, staff will prepare a final, formalized version, with any necessary corrections. This version will include embedded links to other referenced City laws and policies. Staff will then bring back for Council action an amendment to the City Code to replace existing references to "Robert's Rules of Order" with references to new City Policy 055. Once the Code amendment is effective, the new Council Policy 055 will be uploaded onto the City's website and distributed.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

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

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt by Resolution Council Policy 055, entitled "Council Meeting Procedures and Protocols," in substantially the form presented, or with such changes Council may approve, and direct staff to come back with any necessary actions, including amendments to the City Code in order to implement such policy.

Approved by: Glen Googins, City Attorney and Jovan Grogan, City Manager

**ATTACHMENTS**

1. July 2, 2024 Report to the Governance and Ethics Committee (RTC 24-628)
2. October 4, 2024 Report to the Governance and Ethics Committee (RTC 24-707)
3. Rosenberg's Rules of Order
4. Council Policy 055 - Council Meeting Procedures and Protocols (Underline/Strikeout Version Showing Changes to Version Presented to the Governance Committee)
5. Council Policy 055 Draft - Council Meeting Procedures and Protocols (Clean Version)
6. Resolution



## Agenda Report

24-628

Agenda Date: 7/2/2024

### REPORT TO GOVERNANCE AND ETHICS COMMITTEE

#### SUBJECT

Review Meeting Management Protocol Options and Rosenberg's Rules of Order and Provide Direction to Staff  
(DEFERRED FROM JUNE 3, 2024)

#### BACKGROUND

The City Council has been using, informally, meeting management procedures set during its 2021 Priority Setting Session. During the March 13, 2023 Governance and Ethics Committee meeting, the Committee approved, as part of the workplan, to bring forth the meeting management protocols for review and discussion.

At the December 4, 2023 Governance and Ethics Committee Meeting, the Committee reviewed existing meeting management procedures used in practice. (Attachment 1) The Committee discussed factors such as time limits for the City Council to speak on an item and an additional secondary round of questions for the City Council, following the initial questions answered. During this discussion, the City's practice of using Robert's Rules of Order (Attachment 2) for parliamentary procedures was discussed. Because Robert's Rules can be overly formalistic and complex, it was suggested that Rosenberg's Rules of Order might be more useful as they are similar to Robert's Rules, but less complex and more oriented towards smaller legislative bodies, like City Councils and Committees. The Committee did not take any actions during the discussion and requested additional information about Rosenberg's Rules of Order (Attachment 3) to further analyze the options.

At the June 3, 2024 Governance and Ethics Committee meeting, during the agenda item for "Referral to Discuss Possible Revisions to the Placement of Public Presentations on the City Council Meeting agenda", the Committee discussed options and referred the item to be a part of the Meeting Management Protocols discussion.

This item was on the agenda for the June 3, 2024 Governance and Ethics Committee meeting. The Committee was unable to complete the agenda due to timing and deferred the item for future discussion.

#### DISCUSSION

At this Special Governance and Ethics Committee meeting, staff will present options for consideration with the use of Rosenberg's Rules of Order. The Governance and Ethics Committee may consider options to continue Robert's Rules of Order or discuss options for Rosenberg's Rules of Order for meeting management procedures for public meetings.

Rosenberg's Rules of Order is a simplified set of parliamentary rules used in several cities throughout California, including the cities of Belmont, Cupertino, Fremont, Los Altos, San Mateo, Santa Rosa. Many institutions have adopted Rosenberg's Rules in lieu of Robert's Rules because they have found them practical, logical, simple, easy to learn and user-friendly while retaining the basic tenets of order.

The application of Rosenberg's Rules will provide a clear and concise parliamentary process for the members of the body to operate under that can result in the holding of more efficient meetings. Similar to Robert's Rules, and consistent with the City's Charter, Rosenberg's maintains the concept of the Mayor/Chair as presiding officer having primary responsibility for managing the meeting in accordance with applicable rules. If a question arises, the Mayor/Chair, or a member of the legislative body can request clarification of the rules from the City Attorney. Through a process of appeal on points of order, a majority of the body reserves the right to overrule the Mayor/Chair.

As shown below, Table 1 illustrates some actions for Rosenberg's Rules of Order and how to state the action. The table includes a list of motions and points which are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

**Table 1 - Rosenberg's Motions and Points of Order in Established Order of Precedence**

Action	State	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, unable to hear speaker, uncomfortable surroundings, etc.	"Point of Privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration or defer discussion to future date.	"I move that we table it"	No	Yes	No	No	Majority
End Debate	"I move the previous question" or "Call the question"	No	Yes	No	No	2/3
A motion to limit debate could include a time limit.	"I move we limit debate on this agenda item to 15 minutes."	No	Yes	No	No	2/3
Postpone consideration of	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Introduce a basic motion	"I move that we..."	No	Yes	Yes	Yes	Majority

Amend a motion	"I move that this motion be amended by..." (You can also ask for a friendly amendment, which is less formal; if mover and second concur, no vote needed)	No	Yes	Yes	Yes	Majority
Refer to a Committee/Staff	"I move that the question be referred to staff for more study"	No	Yes	Yes	Yes	Majority

As shown below in Table 2, the motions, points and proposals listed below have no established order of preference; any of these items may be introduced at any time except when meeting is considering one of the top three matters listed from Table 1 (Motion to Adjourn, Recess or Point of Privilege).

**Table 2 - Rosenberg’s Motions, Points and Proposals at Any Time**

Action	State	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of Order"	Yes	No	No	No	Chair decides
Request information	"Point of Information"	Yes	No	No	No	None
Object to considering some undiplomatic or improper matter	"I object to consideration of this question" (This is generally used for matter not on agenda)	Yes	No	No	No	2/3
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..." (Only a member of the prevailing side can make a motion to reconsider)	Yes	Yes	Only if original motion	No	Majority
Appeal / Vote on Ruling by the Chair	"I appeal the Chair’s decision"	Yes	Yes	Yes	No	Majority

Staff will present any material differences between Robert’s Rules and Rosenberg’s in its presentation on this item. Existing “local” rules for procedures that the City has adopted will also be presented.

**Council Policy on Meeting Management Protocols**

In addition to considering converting from Robert’s Rules of Order to Rosenberg’s, consistent with past City Council direction, staff also supports consideration of formalizing additional meeting management protocols into a formal Council Policy and Procedure. At the December meeting, the

Committee considered revising the current meeting procedure in a variety of ways. Below are some areas for possible further consideration by the Committee. Some of these rules are consistent with current Council practices but have not been formalized.

1. **Establishing Time Limits and/or Limits on the Number of Times each Councilmember speaks on Items:** This could help focus remarks and ensure all have an equal opportunity to speak.
  - On the other hand, specific time limits and/or limits on the number of times a member is allowed to speak may negatively impact Council deliberations and information/idea sharing on important policy matters. Continuing to rely on the powers of the meeting's Chair to guide the City Council's discussions in a timely manner is an effective strategy that is used in many (if not all) jurisdictions.
2. **Consent for Extended Comments:** Councilmembers seeking to make extended comments may request consent from the Chair or the Council to allow extended speaking time. This can be utilized if the City Council elects to set time limits as a matter of general policy (as outlined in Option 1) or if the Chair/Board adopts a limit to discussion/questions on a particular agenda item.
3. **Add a Provision for Discussions Prior to the Making of a Motion:** Council could consider the formal addition of a Council "discussions" step prior to the making of a motion. This is generally consistent with existing practices and can, particularly for more significant matters, facilitate the making of constructive motions that take into account the collective thoughts of the Council. As per standards, the Presiding Officer would manage this process with all Councilmembers given an opportunity to speak. Note: A related provision could also be considered to formalize the "best practice" that no motion would be made until after public input was received.
4. **Addressing the Chair:** Councilmembers should address comments to the Chair (as the Presiding Officer), not directly to other members to assist with maintaining order and civility.
5. **Minimize Repeating Points:** Councilmembers should avoid extended restatements of points already made by others to keep discussions efficient. The Chair will preside over these matters and may minimize repeated remarks.
6. **Respectful Language:** Maintain a professional and respectful tone during discussions and avoid personal attacks or disrespectful language based on the City Code of Ethics and Values Behavioral Standards for Councilmembers (Attachment 4).
7. **Focus on Agenda Items:** Comments should relate directly to the agenda items being discussed and off-topic discussions may be redirected by the Chair.
8. **No Interruptions:** Allow each member to speak without interruption.
9. **Enforcement:** As the Chair of the meeting, the Presiding Officer may raise points of order to address violations of meeting rules, with a right for an appeal from the majority of the Council.

Questions regarding applicable rules or questions of interpretation may be presented to the City Attorney for input or advice.

The Governance and Ethics Committee shall discuss and make any recommendations to City Staff on a potential new Council Policy and Procedure for meeting management protocols that will be brought back to the Committee for review and approval before bringing forth to the full City Council for its consideration.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

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

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Governance and Ethics 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](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

Provide Direction on a Council Policy for Meeting Management Protocols Recommendations by the Governance and Ethics Committee and Forward for Consideration and Approval by the City Council

Reviewed by: Elizabeth Klotz, Assistant City Manager, City Attorney’s Office

Approved by: Jōvan D. Grogan, City Manager and Glen Googins, City Attorney

### **ATTACHMENTS**

1. RTC 23-1264
2. Robert’s Rules of Order Cheat Sheet
3. Rosenberg’s Rules of Order
4. City Code of Ethics and Values Behavioral Standards for Councilmembers

## **REPORT TO GOVERNANCE AND ETHICS COMMITTEE**

### **SUBJECT**

..Title

Review Meeting Management Procedures

..Report

### **BACKGROUND**

At the August 17, 2021 mid-year check-in on City Council Priorities session, the City Council developed procedures for meeting management. The session facilitator introduced a segment on meeting management procedures and norms, including a review of Robert's Rules of Order. The Council determined that it was in the best interest of the City to promote Council meeting efficiency by adopting a set of meeting procedures governing the process by which Council would conduct its discussion of agenda items.

At this session, the City Attorney's Office was to return to Council with a resolution on the meeting management procedure. The City Council also agreed to use this process for a period of approximately six months, and to revisit the topic at the 2022 Council Priority Setting session. Due to staff departures and transitions, the draft resolution (Attachment 1) did not return to a Council meeting and the item was not heard at the 2022 Council Priority Setting session held on February 8, 2022.

As a result, the City Council has been using these procedures in practice since the 2021 Priority Setting Session. During the March 13, 2023 Governance and Ethics Committee meeting, the Committee approved, as part of the workplan, to bring forth the current meeting management protocols for review and discussion.

At this December 4, 2023 meeting, the Governance and Ethics Committee shall review and discuss the current meeting management procedures, subject to any further amendments it may agree to, and recommend to the full Council for consideration and approval of a resolution formalizing the procedure.

### **DISCUSSION**

As noted above, since the establishment of the meeting management procedures, the City has continued to use the established procedures as set forth below when discussing agenda items. At the August 17, 2021, City Council Priority Session check-in session, a motion was passed by the City Council to utilize the following procedure for a period of approximately six months, which has extended to the present day.

### **Current Procedure**

Each item on a Council and/or Authorities agenda shall be heard and discussed in accordance with the following procedure:

1. City staff provides a report on the item, if warranted;

2. Each Councilmember shall have the opportunity to ask their questions;
3. City staff shall, to the extent possible, provide a response to all Councilmember questions;
4. The public shall have the opportunity to provide public comment on the item;
5. At the Mayor's request, City staff shall, to the extent possible, provide responses to the comments or questions from the public;
6. A Councilmember shall then make a motion and the motion should be seconded by another Councilmember;
7. Each Councilmember who wishes to speak to the motion (during the deliberation portion of the meeting) shall then have the opportunity to make statements regarding the motion; and
8. A vote shall then be taken.

### **Options to Consider**

#### **Option 1:**

The Committee may consider continuing the use of the current procedure in place and direct staff to formalize the procedures with a formal Resolution for Meeting Management and bring forth to the City Council for approval.

#### **Option 2:**

The Committee may consider revising the current procedure in one or more ways. Below are some areas for possible further consideration by the Committee. Some of these rules are consistent with current Council practices, but have not been formalized.

1. **Establishing Time Limits and/or Limits on the Number of Times each Councilmember speaks on Items:** This could help focus remarks and ensure all have an equal opportunity to speak.
  - On the other hand, specific time limits and/or limits on the number of times a member is allowed to speak may negatively impact Council deliberations and information/idea sharing on important policy matters. Continuing to rely on the powers of the meeting's Chair to guide the City Council's discussions in a timely manner is an effective strategy that is used in many (if not most) jurisdictions.
2. **Consent for Extended Comments:** Councilmembers seeking to make extended comments may request consent from the Chair or the Council to allow extended speaking time. This can be utilized if the City Council elects to set time limits (as outlined in Option 1) or without time limits and requested if the Chair seeks to limit discussion/questions.
3. **Add a Provision for Discussions Prior to the Making of a Motion:** Council could consider the formal addition of a Council "discussions" step prior to the making of a motion. This is generally consistent with existing practices and can, particularly for more significant matters, facilitate the making of constructive motions that take into account the collective thoughts of the Council. As per

standards, the Presiding Officer would manage this process with all Councilmembers given an opportunity to speak.

4. **Addressing the Chair:** Councilmembers should address comments to the Chair (as the Presiding Officer), not directly to other members to assist with maintaining order and civility.
5. **Minimize Repeating Points:** Councilmembers should avoid extended restatements of points already made by others to keep discussions efficient. The Chair will preside over these matters and may minimize repeated remarks.
6. **Respectful Language:** Maintain a professional and respectful tone during discussions and avoid personal attacks or disrespectful language based on the City Code of Ethics and Values Behavioral Standards for Councilmembers (Attachment 2).
7. **Focus on Agenda Items:** Comments should relate directly to the agenda items being discussed and off-topic discussions may be redirected by the Chair.
8. **No Interruptions:** Allow each member to speak without interruption.
9. **Enforcement:** As the Chair of the meeting, the Presiding Officer may raise points of order to address violations of meeting rules, with a right for an appeal from the majority of the Council. Questions regarding applicable rules or questions of interpretation may be presented to the City Attorney for advice.

**Option 3:**

In addition, the Committee may consider directing staff to consider the options to replace the current Robert’s Rules of Order with Rosenberg’s Rules of Order. Rosenberg’s Rules of Order is a simplified set of parliamentary rules used in several cities throughout California. Many institutions have adopted Rosenberg’s Rules in lieu of Robert’s Rules, by finding them practical, logical, simple, easy to learn and user-friendly, while retaining the basic tenets of order.

If the Committee is interested in this option, the staff will prepare to present a comparison of Robert’s Rules of Order vs. Rosenberg’s Rules of Order at a future Governance and Ethics Committee meeting.

**Benchmarking:**

As background, below are excerpts from procedures being utilized by neighboring cities in relation to meeting management.

City	Procedure
Cupertino	City Council meetings are governed by Rosenberg’s Rules of Order. Council Questions and Deliberations: Councilmembers may obtain the floor by seeking recognition from the Mayor. Following

	<p>presentations on an agenda item, Councilmembers are given five minutes to ask questions of any presenter. The Mayor may allow additional time for questions where appropriate. Following public comment, the Mayor may request that a motion be made and seconded. After the motion has been stated to the Council and seconded, any member of the Council has a right to discuss the motion after obtaining the floor. A member who has been recognized shall limit their time to five minutes. The Mayor may allow additional time for deliberations where appropriate. This rule shall displace any conflicting rule in the City' s adopted rules of procedure.</p> <p>Opportunity for Equal Participation: The policy encourages the full, fair participation of all members of the Council in discussions and deliberations. The Mayor may impose reasonable limits on the time any Councilmember is permitted to speak to advance this policy. In addition, all Councilmembers wishing to be recognized should be given an opportunity to speak before any member is allowed to speak a second time.</p>
Milpitas	<p>City Council meetings are governed by Robert's Rules of Order. The presiding officer conducts the meetings of the City Council to:</p> <p>...</p> <p>d. In presiding over matters where the public has provided testimony and/or raised questions, the presiding officer should:</p> <ul style="list-style-type: none"> <li>(i) Restate every question coming before the Council.</li> <li>(ii) Direct questions or comments requiring a response to staff for a response.</li> <li>(iii) Ensure that staff and members and the public direct their comments to the presiding officer.</li> <li>(iv) If necessary, help keep Councilmember questions relevant to the matter being considered by the Council.</li> <li>(v) If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.</li> <li>(vi) Announce the decision of the Council on all subjects.</li> </ul> <p>Ensure that each member of the Council is provided an opportunity to completely express their views on items of business, the Mayor should: See that Councilmembers ask to be recognized by the Mayor before speaking and ensure that each Councilmember is given the opportunity to fully express their views</p>
Palo Alto	<p>City Council meetings are governed by Robert's Rules of Order. Council Member Speaking Time Limits: The presiding officer shall give each Councilmember up to five (5) minutes to speak in each round of discussion during discussions on Council items where discussion takes place. The Council shall be guided by the speaking times set by the presiding officer and shall conclude comments at the direction of the</p>

	<p>presiding officer. The presiding officer shall endeavor to treat all members equitably. Discussion on motions: The maker shall be the first Councilmember recognized to speak on the motion if it receives a second. The seconder shall be the second Councilmember to speak on the motion. Generally, Councilmembers will speak only once with respect to a motion. If the presiding officer or Council permits any Councilmember to speak more than once on a motion, all Councilmembers shall receive the same privilege.</p>
San Bruno	<p>City Council meetings are governed by Robert’s Rules of Order. To encourage full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question or agenda item. If a councilmember has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor may recognize the member who has already spoken or make a motion on the item. The Mayor has the responsibility of controlling and expediting any debate or item. It is the duty of the Mayor to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.</p>
San Jose	<p>City Council meetings are governed by Robert’s Rules of Order. Members of the Council who wish to ask questions of the speakers or of each other, or who wish to discuss the agenda item during the course of the discussion on the agenda item, may do so, but only after being recognized by the Chair. The Chair may set time limits as he/she finds reasonable under the circumstances. When a motion is made and seconded, it may be debated by the Council. Members of the Council may speak in debate of a motion only when addressing the Chair and being recognized by the Chair. Whenever the subject of the motion has been discussed and considered, no further discussion or debate may take place except that members of the Council may explain their vote or propose supplemental motions.</p>
Santa Rosa	<p>City Council meetings are governed by Rosenberg’s Rules of Order. Councilmembers wishing to speak during Council meetings shall raise their hand and gain recognition by the Presiding Officer. Councilmembers shall confine himself/herself to the question under debate. Every Councilmember desiring to question the City staff shall, after recognition by the Presiding Officer, address his/her questions to the presenter of an agenda item, the City Manager or to the City Attorney. The City Manager or City Attorney shall be entitled either to answer the inquiry himself/herself, or to designate a member of his/her staff for that purpose.</p>

**ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

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

### **COORDINATION**

This report was coordinated with the City Attorney and City Manager’s Offices.

### **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](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

..Recommendation

Review Meeting Management Procedures and Information Provided in Report and Provide Feedback for any further Amendments

..Staff

Reviewed by: Maria Le, Assistant to City Manager

Approved by: Glen Googins, City Attorney and Jōvan D. Grogan, City Manager

### **ATTACHMENTS**

1. Draft Proposed Resolution from August 17, 2021 Priority Setting Check-in Session
2. City Code of Ethics and Values Behavioral Standards for Councilmembers

## Robert's Rules Cheat Sheet

To:	Say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Decided by:
Adjourn	"I move to adjourn."	No	Yes	No	No	Majority vote
Recess	"I move to recess for/until..."	No	Yes	No	Yes	Majority vote
Complain about hearing, comfort, etc.	"Point of privilege..."	Yes	No	No	No	Chair
End debate and vote on question	"I move the previous question."	No	Yes	No	No	Majority vote
Suspend further consideration of something	"I move to table this matter."	No	Yes	No	No	2/3 vote
Postpone deciding the question	"I move to postpone this matter until..."	No	Yes	Yes	Yes	Majority vote
Amend a motion	"I move to amend this motion by..."	No	Yes	Yes	Yes	Majority vote
Introduce business (a main motion)	"I move that..."	No	Yes	Yes	Yes	Majority vote

The motions and points listed above are in order of preference. When a motion or point of inquiry is pending, only those listed *above* the pending point may be raised.

To:	Say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Decided by:
Redress any violation of the body's Rules	"Point of order..."	Yes	No	No	No	Chair
Request information	"Point of inquiry..."	Yes	No	No	No	N/A
Verify a recent voice vote by actual count (before next motion only)	"I call for division."	Yes	No	No	No	Majority vote
Prevent body from considering a matter	"I object to considering this question."	Yes	No	No	No	2/3
Consider a suspended matter	"I move to take from the table..."	Yes	Yes	No	No	Majority
Reconsider a previous motion	"I move to reconsider..."	Yes	Yes	No	No	2/3
Consider something out of schedule	"I move to suspend the rules to consider..."	No	Yes	No	No	2/3
Vote on the Chair's decision	"I appeal the Chair's decision."	Yes	Yes	Yes	No	Majority

The motions and points above have no precedence. Any of them may be raised in response to any motion or question, with the exception of the three items in gray (motion to adjourn, motion to recess, and point of privilege)



# Rosenberg's Rules of Order

REVISED 2011

*Simple Rules of Parliamentary Procedure for the 21st Century*

*By Judge Dave Rosenberg*



## MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

## VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

### About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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### ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



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## INTRODUCTION

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The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

### Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

### The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

### The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

**First**, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

**Second**, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

**Fourth**, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

## Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

## The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

**The basic motion.** The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

**The motion to amend.** If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

**The substitute motion.** If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

### Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

**First**, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

**Second**, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

**Third**, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**Motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

**Motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

**Motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**Motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**Motion to limit debate.** The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

**NOTE:** A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

## Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

**Motion to limit debate.** Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

## Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

*How does this work in practice?*

*Here are a few examples.*

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

## The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

## Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

**Order.** The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

## Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.



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**City of Santa Clara  
PROGRAM IN ETHICS & VALUES**

***BEHAVIORAL STANDARDS FOR CITY COUNCIL MEMBERS***<sup>1</sup>

**INTRODUCTION**

Ten years ago, the City of Santa Clara began its ethics and values program to foster public trust by promoting and maintaining the highest standards of personal and professional conduct. Since the adoption of the Code of Ethics & Values in 2000, the City Council has promised the people of Santa Clara that Council Members, all elected and appointed officials, candidates for public office, and City Staff will meet the most demanding ethical standards and demonstrate the highest levels of achievement in practicing eight core values identified in the Code.

Those values, which are fundamental to public trust, were adopted to guide the decisions and actions of individual Council Members and the Council as a whole. City Council and City Staff have worked hard to integrate these values into the everyday operating culture of City Hall. The City has conducted extensive outreach to residents encouraging them to hold public officials accountable at the ballot box for being credible role models for these values, in word and in deed, in public or in private.

To help the Council make these values real in their regular work with the City, the Code describes for each value a basic set of character traits and actions residents can expect to see Council Members meet and exceed.

This document translates these traits and actions into concrete behavioral standards for the City Council. These standards describe what impeccable leadership ethics looks like in the everyday work of the Council. They reflect commonly accepted “best practices,” rather than specific issues or problems the Council has faced. The list seeks to include enough positive behaviors to practice (and negative behaviors to avoid) that a reasonable person can assess how credible he or she is as a role model and ethical leader.

This information is presented in four columns. Columns 1 and 2 reproduce the approved Code of Ethics. Columns 3 and 4 list the behavioral standards.

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<sup>1</sup> This document is based on the *Behavioral Standards for Commissioners, Boards, and Other Appointed Officials*, developed during 2000-2002, and approved by the City Council in February 2003. A representative committee of Board Members and Commissioners, working with the City’s initial Ethics Ordinance Committee, drafted that document. It was then revised based on extensive feedback from all Board Members, Commissioners, and Staff Liaisons. In a working session in April, 2008, the Council used that document to develop the first draft of its own standards. The City’s Ethics Consultant, Dr. Tom Shanks, and City Staff drafted the final version for City Council review on May 6, 2008. Approved by City Council on May 20, 2008.

**City of Santa Clara  
PROGRAM IN ETHICS & VALUES**

**BEHAVIORAL STANDARDS FOR CITY COUNCIL MEMBERS**

<b><i>The Code of Ethics &amp; Values</i></b>		<b><i>Behavioral Standards</i></b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b><i>As a Santa Clara representative, I will be:</i></b>			
<b><i>Ethical</i></b>	<i>I am trustworthy, acting with the utmost integrity and moral courage</i>	<ul style="list-style-type: none"> <li>• Making careful decisions, advancing the best long-term interests of the City, after considering all available facts, City Staff recommendations, and public comment</li> </ul>	<ul style="list-style-type: none"> <li>• Making hasty, ill-informed decisions based on politics, bias, faulty assumptions, prejudice, self-interest, gossip, and half-truths</li> </ul>
		<ul style="list-style-type: none"> <li>• Voting my honest conviction, explaining my ethical reasoning, respecting the minority, and upholding the majority as the decision of the Council</li> </ul>	<ul style="list-style-type: none"> <li>• Promising my vote before facts are known in order to gain favor with a crony, endorser, lobbyist, or special interest</li> </ul>
		<ul style="list-style-type: none"> <li>• Vigorously debating an issue, listening carefully to all sides, making my best judgment call, even if it's not popular, and taking responsibility for my actions</li> </ul>	<ul style="list-style-type: none"> <li>• Saying whatever the vocal public wants to hear, dodging criticism of an unpopular vote, shifting the blame to the majority, other members, or City Staff</li> </ul>
		<ul style="list-style-type: none"> <li>• Preparing to vote by assessing how various options advance or harm the best interests of the City as well as the City's Mission and Core Values, working to minimize any harm</li> </ul>	<ul style="list-style-type: none"> <li>• Always taking the short-term view, representing few stakeholders, believing ethics and City values have no bearing on decisions</li> </ul>
		<ul style="list-style-type: none"> <li>• Finding an imaginative solution that is in the best interests of the City, is fair, respects individual rights and the Council's duties, and advances City values</li> </ul>	<ul style="list-style-type: none"> <li>• Saying and doing whatever it takes, no holds barred, to advance one's personal position, power, influence or political career</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Ethical (continued)</b>	<i>I am truthful, do what I say I will do, and am dependable</i>	<ul style="list-style-type: none"> <li>• Giving complete, factual, unbiased information to colleagues, public, and the press</li> </ul>	<ul style="list-style-type: none"> <li>• Concealing, fabricating, overstating, understating, or denying the truth; spinning the truth; leaving out context</li> </ul>
		<ul style="list-style-type: none"> <li>• Making promises to the public, City Staff, and Council members which can be kept and do not exceed the authority of any individual Council Member</li> </ul>	<ul style="list-style-type: none"> <li>• Promising more than can be delivered, overextending oneself, or taking sole credit for the work of the Council and others</li> </ul>
	<i>I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action</i>	<ul style="list-style-type: none"> <li>• Seeking advice from the City Attorney and City Manager when confronting a real or potential conflict of interest, and making a full public disclosure when the Council considers the agenda item</li> </ul>	<ul style="list-style-type: none"> <li>• Helping a friend get a project through the Council in return for a donation to a campaign fund, school or charity, or the gift of tickets or another perk</li> </ul>
		<ul style="list-style-type: none"> <li>• Having declared a conflict, leaving the dais and Council Chambers, so other Council members are free of any undue influence</li> </ul>	<ul style="list-style-type: none"> <li>• Talking to fellow Council Members prior to declaring a conflict, and asking them to take care of the item in a way that advances personal interests</li> </ul>
	<i>I am fair, distributing benefits and burdens according to consistent and equitable criteria</i>	<ul style="list-style-type: none"> <li>• Listening attentively to all sides, keeping an open mind and avoiding even the appearance of bias, following precedents consistently, treating equals equally</li> </ul>	<ul style="list-style-type: none"> <li>• Paying more attention to friends' and supporters' projects</li> <li>• Making "back room" deals and decisions</li> <li>• Giving preferential treatment to special interests, consultants, and former Council Members</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Ethical (continued)</b>	<i>I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions</i>	<ul style="list-style-type: none"> <li>• Being available to anyone who wants to discuss an issue, keeping an open mind and not committing to vote for or against an item until after hearing the full public discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Promoting the interests of the business community without first considering the interests of all stakeholders</li> <li>• Giving special treatment to the companies that pay the most in taxes and to my largest campaign donors</li> </ul>
	<i>I show respect for persons, confidences, and information designated as "confidential"</i>	<ul style="list-style-type: none"> <li>• Referring media questions on Closed Session or other confidential matters to the City Manager's Office, rather than saying "No Comment"</li> </ul>	<ul style="list-style-type: none"> <li>• Telling others about Closed Session proceedings, especially when it is an important issue and I want input on how to decide</li> <li>• Confirming a rumor, remaining silent, communicating non-verbally, or in other ways providing information that is confidential or that the Council Member has promised not to reveal</li> </ul>
		<ul style="list-style-type: none"> <li>• Treating the public and City Staff, at all times, the way I treat highly regarded colleagues in businesses or professions</li> </ul>	<ul style="list-style-type: none"> <li>• Acting based on stereotypes, rumors, "ancient history," and prior negative experiences with an individual or groups</li> </ul>
		<ul style="list-style-type: none"> <li>• Bringing to the attention of the City Manager any concern about the actions or work of City Staff, or any complaint from the public</li> </ul>	<ul style="list-style-type: none"> <li>• Criticizing or embarrassing the City Manager or other City Staff in public</li> <li>• Failing to publicly recognize extraordinary City Staff work</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Ethical (continued)</b>		<ul style="list-style-type: none"> <li>• Showing courtesy and interest in word and action to City Staff, public, and elected and appointed officials</li> </ul>	<ul style="list-style-type: none"> <li>• Complimenting the work of a single City Staff member when a staff team actually did the work</li> </ul>
		<ul style="list-style-type: none"> <li>• Speaking and acting out of the belief that City Staff and all members of the Council are on the same team and committed to doing their best to serve residents</li> </ul>	<ul style="list-style-type: none"> <li>• Engaging publicly or privately in personal verbal attacks against Council colleagues or City Staff; interrupting while they are speaking, rolling eyes, demeaning them, or in other ways treating them inappropriately</li> </ul>
<b>Professional</b>	<i>I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority</i>	<ul style="list-style-type: none"> <li>• Using City titles for identification at League meetings or when on other official City business, or when seeking information directly related to a Council matter from appropriate sources</li> </ul>	<ul style="list-style-type: none"> <li>• Using a City title when making dinner reservations or making purchases</li> <li>• Referring friends to City businesses and suggesting they mention the name of a Council Member to get the best prices</li> </ul>
	<i>I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner</i>	<ul style="list-style-type: none"> <li>• Preparing by reading the agenda packet before meetings</li> <li>• Asking the City Manager informational questions ahead of time to assist in being prepared</li> <li>• Arriving on-time to meetings, paying attention and listening actively</li> </ul>	<ul style="list-style-type: none"> <li>• Rushing into meetings late and being obvious about opening the agenda packet for the first time or speed-reading the packet while City Staff or the public are presenting information</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Professional (continued)</b>		<ul style="list-style-type: none"> <li>• Asking questions that will advance the discussion, contribute to decision-making, and have not been covered in the agenda packet</li> </ul>	<ul style="list-style-type: none"> <li>• Taking no notes, remembering little, if any, of the information in the agenda packet, asking to have information repeated constantly</li> </ul>
		<ul style="list-style-type: none"> <li>• Listening attentively to the public, City Staff, and other Council members who may speak at meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Making little or no eye contact with any speaker during the meeting</li> <li>• Leaving during public comment and returning only after it is over</li> <li>• Making comments to someone else while the public is speaking</li> </ul>
	<i>I approach my job and work-related relationships with a positive attitude</i>	<ul style="list-style-type: none"> <li>• Approaching Council work informed of issues, enthusiastic, energized, interested, ready to participate, and focused</li> </ul>	<ul style="list-style-type: none"> <li>• Approaching Council work half-heartedly, coming to meetings eager to leave</li> <li>• Short-circuiting a discussion; being perceived as rude by other Council Members, City Staff, or the public</li> </ul>
		<ul style="list-style-type: none"> <li>• Making guests feel welcomed at meetings</li> <li>• Treating new Council Members as colleagues, encouraging them to express their opinions, and offering them positive feedback</li> </ul>	<ul style="list-style-type: none"> <li>• Acting in a superior manner with newly elected Council members</li> <li>• Never making time to be responsive to residents who want to discuss issues</li> </ul>
	<i>I keep professional knowledge and skills current and growing</i>	<ul style="list-style-type: none"> <li>• Making it a priority to attend League meetings, Electric Joint Powers Agency meetings, and committees</li> </ul>	<ul style="list-style-type: none"> <li>• Assuming there is nothing new to learn</li> <li>• Going to League meetings and conferences to be seen, but never attending any training</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Professional (continued)</b>		<ul style="list-style-type: none"> <li>• Reading background materials for general preparation including professional journals, books, and articles</li> </ul>	<ul style="list-style-type: none"> <li>• Skipping meetings with the City Manager, assuming you know as much, if not more, than she does on this issue</li> </ul>
<b>Service-Oriented</b>	<i>I provide friendly, receptive, courteous service to everyone</i>	<ul style="list-style-type: none"> <li>• Not just answering questions, but sharing helpful knowledge of Council or government functions, even if the person asking isn't sure what they need to know</li> </ul>	<ul style="list-style-type: none"> <li>• Acting like it's a bother anytime a resident asks a question or when they make inquiries about Council/government business</li> </ul>
		<ul style="list-style-type: none"> <li>• Seeking the opinions of those who are hesitant or unwilling to come forward with their ideas, but trying not to force anyone to speak in a public forum if they are uncomfortable or unprepared</li> </ul>	<ul style="list-style-type: none"> <li>• Making guests or others feel stupid, intimidated, dismissed, manipulated, or demeaned by reading the newspaper, falling asleep, laughing at a private joke with another Council Member, or repeatedly leaving the room during discussions</li> </ul>
	<i>I am attuned to, and care about, the needs and issues of residents, public officials, and city workers</i>	<ul style="list-style-type: none"> <li>• Talking with residents and actively listening at City gatherings to be aware of what is going on in this community and other communities</li> </ul>	<ul style="list-style-type: none"> <li>• Being arrogant or uninterested when responding to residents outside of City Hall about their concerns and debating with them to prove them wrong or misinformed</li> </ul>
		<ul style="list-style-type: none"> <li>• Attending City events and interacting effectively with the public, aware that others expect Council Members to be role-models</li> </ul>	<ul style="list-style-type: none"> <li>• Showing up late to City events, leaving early, and spending most of the time talking only to one or two friends</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Service-Oriented (continued)</b>		<ul style="list-style-type: none"> <li>• Relaying things heard or provided to the Council or the City Manager or other appropriate parties for follow-up</li> </ul>	<ul style="list-style-type: none"> <li>• Withholding important information to use it for narrow personal purposes at a later time</li> </ul>
	<i>In my interactions with constituents, I am interested, engaged, and responsive</i>	<ul style="list-style-type: none"> <li>• Acting in a pleasant and friendly manner and encouraging people to speak their mind; welcoming constructive criticism as well as compliments</li> </ul>	<ul style="list-style-type: none"> <li>• Through word and action, discouraging people from proposing what they believe are solutions or expressing their concerns</li> </ul>
		<ul style="list-style-type: none"> <li>• Focusing on the speaker and trying to see the world as they do in order to understand their needs</li> </ul>	<ul style="list-style-type: none"> <li>• While seeming to be engaged in one conversation, scanning the environment for someone more interesting or important to speak with; abruptly stopping the previous conversation to speak with the more important person</li> </ul>
<b>Fiscally Responsible</b>	<i>I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability</i>	<ul style="list-style-type: none"> <li>• Before deciding how to vote, reviewing cost/benefit analysis and all related studies, along with City Staff recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Allowing other Council members who have more expertise in budgeting to take the lead in budget discussions, trusting that they know better, and never improving personal expertise</li> </ul>
		<ul style="list-style-type: none"> <li>• Consider the City's short and long term financial condition prior to proposing new or expanded City projects</li> </ul>	<ul style="list-style-type: none"> <li>• Ignoring the constraints of the City budget when making decisions</li> <li>• Citing "budget constraints" as the reason for not supporting a motion, when the real reason is how it will look in the next election</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Fiscally Responsible (continued)</b>	<i>I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures</i>	<ul style="list-style-type: none"> <li>• Allocating resources according to the City’s plan and in compliance with the law and the City’s goals to provide residents with a better environment in which to live</li> </ul>	<ul style="list-style-type: none"> <li>• Taking advantage of any opportunity to get something “free” from the City</li> <li>• Seeking discounts from the City’s vendors solely because of my position</li> </ul>
		<ul style="list-style-type: none"> <li>• Using City equipment only for Council work, not for personal use or for my business</li> </ul>	<ul style="list-style-type: none"> <li>• Coming to City Hall regularly and asking City Staff to make just a few copies for personal use</li> </ul>
		<ul style="list-style-type: none"> <li>• Respecting City Staff time and being especially careful to ask the City Manager to take on special research or other projects only if convinced that this work is critical and necessary for the Council to better serve the needs of residents</li> </ul>	<ul style="list-style-type: none"> <li>• Asking a lot of questions that focus on non substantive details, being unable to separate what’s important from what’s not</li> </ul>
		<ul style="list-style-type: none"> <li>• Representing the public’s interests to the best of my ability</li> <li>• Balancing long-term impacts and short-term goals</li> </ul>	<ul style="list-style-type: none"> <li>• Acting as if I “own” the City or my seat on the Council</li> </ul>
	<i>I make good financial decisions that seek to preserve programs and services for City residents</i>	<ul style="list-style-type: none"> <li>• Being fully aware of and understanding the approved City budget, having solicited explanations from the City Manager, if necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Taking as many trips as possible at the City’s expense because of a personal feeling that the compensation is not sufficient and some reward for City work is deserved</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Organized</b>	<i>I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long-term goals</i>	<ul style="list-style-type: none"> <li>• Being cognizant of the importance of scarce meeting time and preparing accordingly, with the result that the Council spends time on the important issues and deals efficiently with other issues</li> </ul>	<ul style="list-style-type: none"> <li>• Relying solely on prior knowledge and spending a great deal of the Council's time proving to everyone how much I know on all issues, large and small</li> </ul>
	<i>I follow through in a responsible way, keeping others informed, and responding in a timely fashion</i>	<ul style="list-style-type: none"> <li>• Sharing my research and experience with others on the Council, making worthwhile contributions and welcoming alternative viewpoints</li> </ul>	<ul style="list-style-type: none"> <li>• Using hear-say from a third party as the sole basis for making a decision</li> </ul>
		<ul style="list-style-type: none"> <li>• Returning phone calls and email promptly, if at all possible; if unable, letting the person know when to expect a response</li> </ul>	<ul style="list-style-type: none"> <li>• Failing to acknowledge receipt of requests for information</li> <li>• Responding only to people who can help with personal political goals</li> <li>• Eventually getting around to sending information, but never in a timely manner</li> </ul>
	<i>I am respectful of established City processes and guidelines</i>	<ul style="list-style-type: none"> <li>• Participating fully in orientation sessions and other sessions in order to understand how the City's policies and procedures impact the effectiveness of the Council</li> </ul>	<ul style="list-style-type: none"> <li>• Criticizing City policies in public without first expressing concerns to City Staff or gaining knowledge necessary in order to offer constructive criticism</li> </ul>
		<ul style="list-style-type: none"> <li>• Helping to establish reasonable timetables and then following them</li> <li>• Being flexible in setting meeting dates and times</li> </ul>	<ul style="list-style-type: none"> <li>• Ignoring deadlines, not keeping people informed, and making excuses which damage public trust</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Organized (continued)</b>		<ul style="list-style-type: none"> <li>• Being able to explain to residents, businesses, and visitors how the City's policies and procedures are examples of the City's Core Values in practice</li> </ul>	<ul style="list-style-type: none"> <li>• Being cynical about policies and cavalier about following procedures because of a failure to see how these are related to fairness and the common good</li> </ul>
<b>Communicative</b>	<i>I convey the City's care for and commitment to its residents</i>	<ul style="list-style-type: none"> <li>• Being able to explain the City's goals to anyone and describe personal commitment to them</li> <li>• Supporting superb, affordable City services and conveying that commitment effectively to residents</li> </ul>	<ul style="list-style-type: none"> <li>• Plotting and scheming to accomplish personal agendas</li> <li>• Deciding how you will vote and writing out those reasons prior to any public comment</li> <li>• Becoming angry at a resident who is critical of the Council</li> </ul>
	<i>I communicate in various ways that I am approachable, open-minded and willing to participate in dialog</i>	<ul style="list-style-type: none"> <li>• Being available to the public in person, at events, and through telephone and written correspondence to provide both answers to questions and dissemination of important information</li> </ul>	<ul style="list-style-type: none"> <li>• Confusing residents, spreading rumors and gossip, or slandering elected or appointed officials, City Staff, or anyone</li> <li>• Interrupting someone who has the floor</li> </ul>
		<ul style="list-style-type: none"> <li>• Listening attentively, being open to multiple perspectives, and allowing the possibility of changing opinions and points of view</li> </ul>	<ul style="list-style-type: none"> <li>• Listening solely to find flaws, to spot differences, and to counter arguments</li> <li>• Going out of my way during meetings to show why I am always right and others are not</li> </ul>
		<ul style="list-style-type: none"> <li>• Making it a practice to communicate equally well to all stakeholders, regardless of their influence, power, or campaign donations</li> </ul>	<ul style="list-style-type: none"> <li>• Dominating meetings and asking many more questions than time allows, effectively excluding the input of others</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Communicative (continued)</b>	<i>I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations</i>	<ul style="list-style-type: none"> <li>• During meetings, giving residents and others the benefit of the doubt and listening to identify needs and interests</li> <li>• Asking questions to clarify, to understand, and to augment, in order to hear the truth as the resident sees it</li> <li>• Making the best decision to advance the community's values and goals</li> </ul>	<ul style="list-style-type: none"> <li>• Considering people on the other side of issues as enemies, rather than as colleagues or fellow residents</li> <li>• Weakening public debate by belittling or mocking someone's viewpoint</li> <li>• Demonizing anyone who disagrees with a personal conviction or viewpoint</li> </ul>
<b>Collaborative</b>	<i>I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding</i>	<ul style="list-style-type: none"> <li>• Submitting one's best thinking, respecting all other participants and inviting their thoughts in order to develop better solutions</li> <li>• Seeing value in working with other agencies to develop consistent policies, where appropriate</li> </ul>	<ul style="list-style-type: none"> <li>• Describing people who hold different viewpoints as "them"</li> <li>• Failing to recognize personal biases, prejudices, stereotypes, and their influence on language and attitudes toward residents and others</li> </ul>
	<i>I work towards consensus building and gain value from diverse opinions</i>	<ul style="list-style-type: none"> <li>• Approaching meetings and discussions assuming that many people have pieces of answers and that cooperation will lead to workable solutions for the most difficult problems</li> </ul>	<ul style="list-style-type: none"> <li>• Approaching discussions as if there's already a single right answer that needs to be defended against opposing viewpoints</li> </ul>
	<i>I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team</i>	<ul style="list-style-type: none"> <li>• Understanding that what I do speaks more loudly than what I say</li> <li>• Showing respect for Council Members, Staff, and residents by giving priority to my City commitment, doing my homework</li> </ul>	<ul style="list-style-type: none"> <li>• Focusing first on satisfying a personal or hidden agenda</li> <li>• Actively weakening the team that the Council and City Staff have devoted efforts to build</li> </ul>

<b><i>The Code of Ethics &amp; Values</i></b>		<b><i>Behavioral Standards</i></b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b><i>Collaborative (continued)</i></b>		<ul style="list-style-type: none"> <li>• Understanding that each Council decision either builds public trust or detracts from it</li> </ul>	<ul style="list-style-type: none"> <li>• Dismissing any idea proposed by a Council colleague who supported someone else in the last election</li> </ul>
		<ul style="list-style-type: none"> <li>• Working hard to develop among Council Members, other officials, City Staff, and the public a kindred spirit of cooperation when working toward implementing City values</li> </ul>	<ul style="list-style-type: none"> <li>• Reaching conclusions based on satisfying personal or special interests and refusing to change one's position despite good reasons to reconsider</li> <li>• Holding grudges and considering some people as permanent enemies</li> </ul>
	<i>I consider the broader regional and State-wide implications of the City's decisions and issues</i>	<ul style="list-style-type: none"> <li>• While serving on County-wide committees, acting in a professional manner and approaching the tasks responsibly</li> </ul>	<ul style="list-style-type: none"> <li>• Making derogatory remarks about other cities, feeling that Santa Clara is superior</li> </ul>
		<ul style="list-style-type: none"> <li>• Serving on County or State-wide panels, freely sharing information and resources so everyone may benefit from the City's experience</li> </ul>	<ul style="list-style-type: none"> <li>• Having tunnel vision and ignoring anything beyond the City, depriving the City of the benefit of a broader, regional perspective</li> </ul>

<b>The Code of Ethics &amp; Values</b>		<b>Behavioral Standards</b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b>Progressive</b>	<i>I exhibit a proactive, innovative approach to setting goals and conducting the City's business</i>	<ul style="list-style-type: none"> <li>• Contributing personal experiences and expertise to advance the goals of the Council and the City as a whole</li> <li>• Anticipating future problems or opportunities, raising the issues at the appropriate time for City Staff to investigate and for Council to consider</li> </ul>	<ul style="list-style-type: none"> <li>• Being dogmatic in approaching decision-making and only doing things the way they've always been done</li> <li>• Never taking a forward looking, principled or values-centered stand, but preferring to solve issues in an ad hoc manner</li> <li>• Focusing on the short term, being concerned only about meeting minimum requirements of law, politics, or efficiency</li> </ul>
	<i>I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary</i>	<ul style="list-style-type: none"> <li>• Being able to explain how a decision is consistent with ethical standards and the City's Core Values</li> <li>• Committing to ongoing improvement, progressive government, and moral imagination in solving problems</li> </ul>	<ul style="list-style-type: none"> <li>• Lying about personal mistakes and downplaying their importance</li> <li>• Manipulating discussions and decisions to advance personal, political aspirations</li> <li>• Speaking and listening only to one's friends on the Council</li> </ul>
		<ul style="list-style-type: none"> <li>• Taking responsibility for actions, making appropriate apologies or restitution when a mistake is made, and implementing a plan to develop practical skills to avoid such mistakes in the future</li> <li>• Actively listening, asking clarifying questions, and giving careful consideration to all</li> </ul>	<ul style="list-style-type: none"> <li>• Holding on to opinions and viewpoints so stubbornly that mistakes are made, impacting public trust</li> <li>• Letting personal limitations impede progress or the work of the Council</li> <li>• Playing the role of pessimist whenever a new idea is presented, trying to bulldoze personal ideas</li> </ul>

<b><i>The Code of Ethics &amp; Values</i></b>		<b><i>Behavioral Standards</i></b>	
<b>1 City Core Value</b>	<b>2 Basic Actions and Character Traits</b>	<b>3 Council Members Engage in Positive Behaviors Like</b>	<b>4 Council Members Avoid Negative Behaviors Like</b>
<b><i>Progressive (continued)</i></b>		comments and viewpoints, even if they are expressed by people who think differently, have different beliefs, and have different groups of supporters	despite budget limitations, prior agreement, or consensus, and undermining new ideas by gossiping with others before the idea has a chance to be explored
	I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services	<ul style="list-style-type: none"> <li>• Encouraging talented and diverse individuals to become involved in City service, as well as recognizing and celebrating talent and new ideas that help the City reach its goals, improve City services, and implement City Core Values in best practice</li> </ul>	<ul style="list-style-type: none"> <li>• Pushing change in the City without ample thought, and causing change only for the sake of change, or only to fulfill a campaign promise</li> </ul>

## Public Comment Benchmarking

Dated: 7/2/2024

City	Place on Agenda	Time Limits
Milpitas	Beginning of agenda, after ceremonial items and before consent and general business	None Listed
Mountain View	Middle of agenda, after consent and before general business	None Listed
Palo Alto	Beginning of agenda, after closed session and before consent and general business	30 minutes and remaining comments heard at the end of the agenda
San Jose	Last item on agenda, before adjournment	None Listed
Sunnyvale	Beginning of agenda, after ceremonial items and before general business	15 minutes (may be extended or continued by the Mayor)
Chula Vista	Middle of agenda, after consent and before general business	21 minutes(based on 7 speakers at 3 min. each), with the discretion of the Mayor to extend, remaining comments heard at the end of the agenda
San Bruno	Beginning of agenda, after pledge and before ceremonial, consent and general business	None Listed



# Governance & Ethics Committee

## Item #3 Review Meeting Management Protocol Options and Rosenberg's Rules of Order

July 2, 2024

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City of Santa Clara  
The Center of What's Possible

## Background

- **August 17, 2021 – Council Priority Setting:** Council approves a 6-month pilot program for basic meeting management protocols, to be revisited at the 2022 Council Priority Session. 2022 Priority Sessions never held; formal resolution prepared but never adopted; protocols mostly followed since.
- **December 4, 2023 - Governance and Ethics Meeting:** Committee provided input on the current procedures, and considered possible modifications, including possibility of switching from Robert's Rules of Order to Rosenberg's; additional info requested



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## Today's Objective

- Present additional information on Rosenberg's
- Receive Committee Input on Robert's vs. Rosenberg's
- Present and Receive Committee input on other Key Elements of Meeting Management Protocols
- Gather enough input for staff to develop a new policy for meeting management protocols for Committee consideration at your September meeting



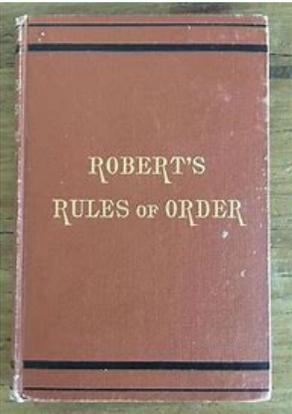
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## What's Wrong with Robert's Rules?

- Parliamentary rules first published in 1876 by U.S. army officer Henry Martin Robert; based on the rules and practices of U.S. Congress
- The Rules are voluminous and complicated, with many technical provisions not applicable to smaller legislative bodies
- This makes them unwieldy, and sometimes confusing, with potential "traps" for the unwary.



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## Rosenberg's Rules of Order

- Rosenberg's Rules of Order is a simplified set of parliamentary rules used by a growing number of cities throughout California.
- Generally, more aligned with Brown Act requirements
- Retaining the basic tenets of order, but in a more practical, user-friendly manner



**Rosenberg's Rules of Order**  
REVISED 2011  
*Simple Rules of Parliamentary Procedure for the 21st Century*

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## Differences between Robert's and Rosenberg's

- **Quorum Rules:** Same
- **Process for Agenda Item Consideration:** Rosenberg provides a good description about how agenda items should be processed for public bodies.
- **Time:** Under Rosenberg, the chair has more direct authority to limit time of public and member speakers, subject to overrule by majority
- **Actions to Approve:** motion, second, vote process substantially the same

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## Differences (cont'd)

- **Multiple Motions:** max of 3 motions to be on the floor at the same time, while Roberts allow up to 13 .
- **Substitute Motions:** Under Robert's Rules, "to substitute" is a type of amendment. There are rules governing how substitutions are handled and they are somewhat complex. Rosenberg allows members to propose a completely different motion as a "substitute motion." Rosenberg gives the chair discretion to rule on whether a motion is a "motion to amend" or a "substitute motion."

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## Differences (cont'd)

- **Motion to Reconsider:** Similar treatment. Rosenberg says that if the motion to reconsider passes, "a new original motion is in order." This is different from Robert's, which says that if the motion to reconsider passes, debate is resumed at the point it had reached just before the vote was taken.
- **Courtesy and Decorum:** Similar treatment.
- **Interruptions – Withdraw a Motion:** Rosenberg allows a member to interrupt debate and withdraw a motion at any time. Under Robert, once a motion has been made, seconded and stated by the chair, it belongs to the body itself, not to the original maker. If a member wishes to withdraw the motion, the member asks permission of the body. Robert does not allow interruption for this purpose and does not allow a member to withdraw a motion unilaterally.

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## Current Meeting Management “Practice”

1. City staff provides a report on the item, if warranted;
2. Each Councilmember shall have the opportunity to ask their questions;
3. City staff shall, to the extent possible, provide a response to all Councilmember questions;
4. The public shall have the opportunity to provide public comment on the item;
5. At the Mayor’s request, City staff shall, to the extent possible, provide responses to the comments or questions from the public;
6. A Councilmember shall then make a motion and the motion should be seconded by another Councilmember;
7. Each Councilmember who wishes to speak to the motion (during the deliberation portion of the meeting) shall then have the opportunity to make statements regarding the motion; and;
8. A vote shall then be taken.

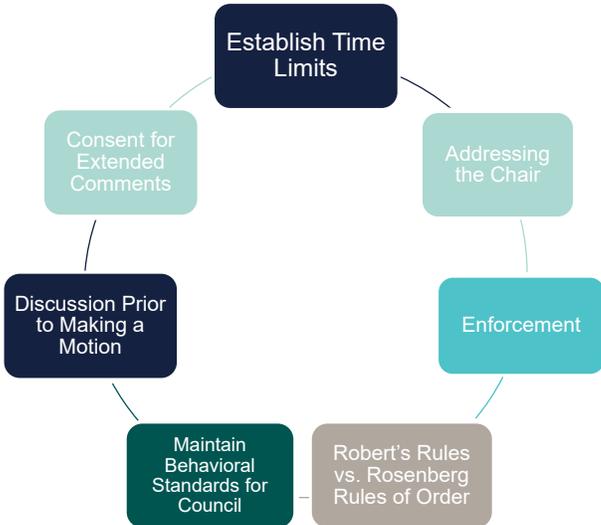


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## Options to Consider



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graph TD; A[Establish Time Limits] --> B[Consent for Extended Comments]; A --> C[Addressing the Chair]; B --> D[Discussion Prior to Making a Motion]; C --> E[Enforcement]; D --> F[Maintain Behavioral Standards for Council]; E --> G[Robert's Rules vs. Rosenberg Rules of Order];
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**Establish Time Limits**

- Could help focus remarks and ensure all have an equal opportunity to speak.
- On the other hand, specific time limits and/or limits on the number of times a member is allowed to speak may negatively impact Council deliberations and information/idea sharing on important policy matters.
- Could also be challenging to track.
- Continuing to rely on the Presiding Officer to guide the City Council's discussions in a timely manner is generally preferred and used in many (if not most) jurisdictions.

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**If time limits imposed, could add process for extending the limits**

- Councilmembers seeking to make extended comments may request consent from the Chair or the Council to allow extended speaking time.
- This can be utilized if the City Council elects to set time limits as a matter of general policy or if the Chair/Board adopts a limit to discussion/questions on a particular agenda item.

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**Formal Provision for Discussions Prior to Making a Motion**

- Council could consider the formal addition of a Council “discussions” step prior to the making of a motion.
- This is generally consistent with existing practices and can, particularly for more significant matters, facilitate the making of constructive motions that take into account the collective thoughts of the Council.
- As per standards, the Presiding Officer would manage this process with all Councilmembers given an opportunity to speak.

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**Other Options to Consider**

- **Addressing the Chair:** Councilmembers should address comments to the Chair (as the Presiding Officer), not directly to other members to assist with maintaining order and civility.
- **Minimize Repeating Points:** Councilmembers should avoid extended restatements of points already made by others to keep discussions efficient. The Chair will preside over these matters and may minimize repeated remarks.
- **Focus on Agenda Items:** Comments should relate directly to the agenda items being discussed and off-topic discussions may be redirected by the Chair.

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**Other Options to Consider (cont'd)**

- **Require Respectful Language:** Formalize a rule that requires member comments to be respectful and policy oriented, with no personal attacks, questioning of motives, or other forms of disrespectful comments, consistent with the City of Santa Clara Code of Ethics and Values Behavioral Standards for Councilmembers.
- **No Interruptions:** Allow each member to speak without interruption.
- **Enforcement:** As the Chair of the meeting, the Presiding Officer may raise points of order to address violations of meeting rules; individual members may as well, with a right to appeal determinations by the Chair to the full body. Questions regarding applicable rules or questions of interpretation may be presented to the City Attorney for advice.

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**Next Steps**

- Upon direction from the Committee, City staff will bring a draft policy, and any amendments to existing policies or City Code sections as may be required for the Committee's consideration.
- Staff will include a review of other Council Policies that should/could be cross referenced (e.g., 029 – Time limits for Speakers at Council; 030 - Adding an Item on the Agenda Meetings; and 042 – Reconsideration of Council Action)

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**Governance & Ethics Committee**

**Item #3 Review Meeting  
Management Protocol  
Options and Rosenberg's  
Rules of Order**

**July 2, 2024**

The image shows a graphic for a meeting. On the left is the official seal of the City of Santa Clara, California, featuring a mission building, the year 1852, and the motto 'THE MISSION CITY'. The seal is set against a dark blue background with a diagonal orange stripe. To the right of the seal, the text 'Governance & Ethics Committee' is written in a large, bold, black font. Below this, the meeting topic 'Item #3 Review Meeting Management Protocol Options and Rosenberg's Rules of Order' is listed in a smaller bold font. At the bottom right, the date 'July 2, 2024' is displayed in bold.



### Legislation Details (With Text)

**File #:** 24-707      **Version:** 1      **Name:**

**Type:** Public Hearing/General Business      **Status:** Agenda Ready

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**On agenda:** 10/4/2024      **Final action:** 10/4/2024

**Title:** Action on a Council Policy for Meeting Management Procedures and Protocols for Recommendation to the City Council for its Consideration and Approval

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. July 2, 2024 - RTC 24-628, 2. Rosenberg's Rules of Order, 3. DRAFT Council Policy 054 Meeting Management Protocols

Date	Ver.	Action By	Action	Result
10/4/2024	1	Governance and Ethics Committee	Approved as amended	Pass

## REPORT TO GOVERNANCE AND ETHICS COMMITTEE

### SUBJECT

Action on a Council Policy for Meeting Management Procedures and Protocols for Recommendation to the City Council for its Consideration and Approval

### BACKGROUND

At the Special Governance and Ethics Committee meeting held on July 2, 2024, staff prepared a report to the Committee (Attachment 1) which presented options for consideration with the use of Rosenberg’s Rules of Order (“Rosenberg’s”) for meeting management procedures for public meetings. During the item, staff presented differences between Robert’s Rules of Order (the current parliamentary system used by the City) and Rosenberg’s. Existing “local” rules for procedures that the City had been formally adopted or were being using as a matter of informal policy and practice were also presented.

The Governance and Ethics Committee approved a motion to direct staff to prepare meeting management policies and procedures based upon Rosenberg’s for Committee, and ultimately Council consideration. As part of the motion, they also asked staff to include provision to split public comment between the beginning and end of a meeting, at the discretion of the presiding officer, if a substantial number of public presenters proposed to speak, and a significant amount of agenda items still remained to be considered.

The Committee also discussed the need for consistency and enforcement in the application of the rules, the pros and cons having interactive discussions during question periods versus the efficiency of asking all questions at once.

### DISCUSSION

Staff has developed a recommended formal policy and procedure, Council Policy 054 (“City Council Meeting Management Procedures and Protocols”) for consideration by the Committee. Some of these rules are consistent with current Council practices that had not been formalized. Other proposed rules and procedures are taken directly from Rosenberg’s, or are based upon best practices used by other cities in California. The policy is expressly subject to the requirements of the Brown Act and the terms of the City’s Charter.

The recommended policy includes the following key provisions:

- Transition to Rosenberg’s. In general, the Council Policy will transition the City from parliamentary rules based upon the use of Robert’s Rules of Order to a system based on Rosenberg’s Rules of Order, and other best practices.
- Mayor as Presiding Officer. Consistent with the City’s Charter, Rosenberg’s maintains the concept of the Mayor/Chair as presiding officer having primary responsibility for managing the meeting in accordance with applicable rules [Policy Section A].
- Role of the City Attorney. If a question arises, the Mayor/Chair, or a member of the legislative body can request clarification of the rules from the City Attorney [Policy Section G].
- Appeal of Points of Order. Through a process of appeal on points of order, a majority of the body reserves the right to overrule the Mayor/Chair [Policy Section A.2 and Section E].
- Order of Consideration of Agendized Items. A process and order for consideration of agendized items consistent with the current order and process [Policy Section B].
- Rules for Public Comment for Agendized and Non-Agendized Items. Rules include (1) comments to be directed to City Council as a body, (2) time limits consistent with City Council Policy 029, (3) special rules for public presentations, including the ability of the Mayor to bifurcate public presentations, with a second round at the end of the meeting as circumstances may warrant, and (4) prohibitions on disruptive/unruly behavior [Policy Section C]
- Procedures and Protocols for Council Deliberations. Rules include process for taking turns, a focus on discussions of the matter presented and not extraneous matters, prohibition on personal attacks, avoidance of repetition and interruptions [Policy Section D]
- Terms for Main Motions and Secondary Motions. Based primarily on procedures set forth in Rosenberg’s and other existing and best practices [Policy Section E].
- Standards for Decorum. Including reference to existing City Council Behavioral Standards [Policy Section F].
- Enforcement of Rules and Appeals [Policy Section G], with the presiding officer have primary responsibility, with input from the City Attorney, with determinations subject to appeal by the Council.
- Reference to Other Relevant City Council Policies, including Council Policy 029-Time Limits for Speakers at Council, Council Policy 030 - Adding an Item on the Agenda; and Council Policy 042 - Reconsideration of Council Action; and City of Santa Clara Program in Ethics & Values, Behavioral Standards for Councilmembers.

Note: The proposed policy all suggests that its standards will be applicable to other City boards and commissions.

The Governance and Ethics Committee is scheduled to review this recommendation on the new Council Policy 054 for meeting management protocols. If the Committee so directs, the policy will be brought forth to the full City Council for its consideration.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

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

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Governance and Ethics 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](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

Consider proposed new Council Policy 054, entitled Council Meeting Management Procedures and Protocols, and provide direction to staff as the Committee deems appropriate to forward the policy, with any approved modifications, for consideration and approval by the City Council

Reviewed by: Elizabeth Klotz, Assistant City Manager, City Attorney’s Office

Approved by: Jōvan D. Grogan, City Manager and Glen Googins, City Attorney

### **ATTACHMENTS**

1. July 2, 2024 Report to Council 24-628
2. Rosenberg’s Rules of Order
3. Council Policy 054 Draft - Meeting Management Protocols



# Rosenberg's Rules of Order

REVISED 2011

*Simple Rules of Parliamentary Procedure for the 21st Century*

*By Judge Dave Rosenberg*



## MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

## VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

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Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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### **ABOUT THE AUTHOR**

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



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## INTRODUCTION

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The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

### Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

### The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

### The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:



**First**, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

**Second**, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

**Fourth**, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

## Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

## The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

**The basic motion.** The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

**The motion to amend.** If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

**The substitute motion.** If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

### Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

**First**, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

**Second**, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

**Third**, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**Motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

**Motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

**Motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**Motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**Motion to limit debate.** The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

**NOTE:** A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

## Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

**Motion to limit debate.** Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

## Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

*How does this work in practice?*

*Here are a few examples.*

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

## The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

## Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

**Order.** The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

## Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.



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## **COUNCIL MEETING PROCEDURES AND PROTOCOLS**

### **PURPOSE**

**In General.** These Council Meeting Procedures and Protocols (“Meeting Policies”) are designed to guide and facilitate the conduct of City Council meetings in ~~an open~~ collegial, fair and effective manner that complies with the law. These Meeting Policies were developed using current City policies and practices, the principles and procedures set forth in Rosenberg’s Rules of Order, Revised 2011 (“Rosenberg’s”), and recommendations ~~for updates~~ from City Councilmembers and City Staff.

**Relationship to Rosenberg’s Rules of Order.** ~~If in the event of any ambiguity or omission in these Meeting Policies do not contain a rule or procedure that is contained in Rosenberg’s, it is the intent of the City Council that the enumerated procedure in full text of Rosenberg’s shall~~ may be referred to for guidance. ~~Only if expressly provided by this policy shall particular provisions of Rosenberg’s be incorporated herein by reference.~~ In the event of any inconsistency between these Meeting Policies and Rosenberg’s, the terms of these Meeting Policies shall govern. A copy of Rosenberg’s is attached for reference.

**Relationship to Other Laws.** These Meeting Policies are not intended to limit the legal authority of the City Council to act on matters within its lawful jurisdiction. Accordingly, while the City Council should follow this policy, any failure to follow this policy shall not invalidate any otherwise lawful City Council action. These policies are also not intended to—and shall not—supersede any applicable meeting conduct or procedural requirements set forth in the City Charter and the Ralph M. Brown Act (“Brown Act”).

**Applicability to Other City Boards and Commissions and Committees.** The City Council intends for these ~~protocols~~ Meeting Policies to be used not only by the City Council ~~and~~, but also for all City Boards ~~and~~, Commissions and Committees for the management of their public meetings. –

For that purpose, any references to the “Mayor” in this policy shall be considered references to the “Chair” for such bodies. Such bodies may adopt supplemental meeting rules and procedures provided that they are consistent with these Meeting Policies or otherwise required by law. Any proposed meeting policies by such bodies not consistent herewith or otherwise required by law must first be approved by the City Council.



**POLICY**

**A. Mayor as Presiding Officer:**

1. As provided in the City Charter, the Mayor (sometime referred to herein as the “Presiding Officer”) shall preside at meetings of the City Council and have the authority to preserve order, enforce the rules of the City Council, and determine the order of business under the rules of the City Council. [Charter Sections 704 and 704.3(b) and (c)]
2. The responsibilities of the ~~presiding officer~~Presiding Officer shall include: (a) ensuring that debate and discussion of an agenda item focuses on the item and the policy in question; (b) managing public input consistent with applicable laws and policies in a fair and consistent manner that allows the efficient conduct of City business; (c) maintaining control of communication between Councilmembers and among Council, City staff and the public; (d) maintaining public and Council decorum; and (e) assuring compliance with these Meeting Policies, including making determinations on points of order. Such determinations shall be final unless overruled by a majority of the Council.
3. The Mayor shall endeavor to facilitate discussion among Councilmembers and, in general, should defer to other Councilmembers in the making of motions or seconds. That notwithstanding, the Mayor retains the right to fully participate in all Council debate, discussions and decision making.
4. If the Mayor is unavailable to preside at a Council meeting due to their absence or disability, the Vice Mayor shall assume presiding officer duties. [City Charter Section ~~7.5~~705]

**B. Process for Consideration of Agendized Items:**

Council consideration of agendized items shall generally proceed as follows:

1. Mayor introduces the item.<sup>1</sup>
2. Staff provides any comments, information, or reports, as appropriate.<sup>2</sup>
3. Questions from Councilmembers of City staff<sup>2</sup>.
- 3.4. Staff responses to questions.
- 4.5. Public testimony (in accordance with policies set

<sup>1</sup> If an item requires a public hearing, the Mayor will also open the public hearing.

<sup>2</sup> Note: Note: This process will be managed by the Presiding Officer. Council comments at this point should be limited to questions only. Council opinions should be reserved for deliberations following input from the public.



forth below)).<sup>3</sup>

~~5.6.~~ Councilmembers engage in deliberations and then take action (in accordance with the procedures and protocols set forth below).

**A.C. Public Comment on Agendized and Non-Agendized Items.**

1. In General. Consistent with the requirements of the Brown Act, members of the public will be given an opportunity to speak on each agendized item and during the public comment section of the meeting for non-agendized items. This includes closed session items and consent calendar items. Members of the public should direct their questions and comments to the City Council as a body, ~~not; comments should not be addressed~~ to any one member, to City staff or to the audience.
2. Time Limits. ~~{Consistent with City Council Policy 029}~~ for agendized items, speakers will be provided two (2) minutes to make their remarks, and for non-agendized items three (3) minutes. People in attendance ~~{or on-line}~~ may elect to cede their time to another speaker. This should be coordinated in advance through the City Clerk. No speaker may commence their remarks and cede the balance of their time. The maximum amount of time aggregated in this manner shall be ~~\_\_\_\_\_ [twenty (20)] minutes.~~ eight (8) minutes for agendized items, and twelve (12) minutes for non-agendized items. In circumstances where there are a large number of speakers, numerous items on the agenda yet to be heard, or items that are anticipated to be lengthy, in the interest of making sure everyone has an opportunity to speak, the Mayor may reduce the amount of time allocated to each speaker. Any such reduction shall be applied consistently to all speakers for that item. ~~For example, if there are more than 10 speakers, the presiding officer may propose to reduce the time for each speaker to one minute instead of two.~~
3. ~~Questions of Speakers.~~ ~~At the conclusion of public comments, City Councilmembers may request, through the Mayor, to ask questions of a public speaker. Councilmembers shall be respectful of and not debate public speakers. Public speakers may decline to answer Council questions.~~

<sup>3</sup> If the item requires a public hearing, following public testimony, and prior to Council deliberations, the public testimony portion of the public hearing shall be closed.



4.3. One Opportunity to Speak. Once a member of the public has spoken on an agenda item, except under special circumstances (at the discretion of the Mayor,) or where rebuttal testimony is expressly authorized or required (either under the City ~~code~~Code or applicable due process laws,) that speaker shall not be afforded additional time to speak on such item.

5.4. Disruptive or Unruly Behavior Not Allowed. While the public may speak their opinions on City business, the presiding officer is authorized and required to maintain order and decorum consistent with ~~the [City's Behavioral Standards for Public Meetings.]~~applicable laws and any adopted City behavioral standards.

6.5. Special Rules for "Public Presentations" for Non-Agendized Items. ~~Public~~Any public testimony ~~for non-agendized relating to~~ items not on the agenda must be presented during the ~~designated slot~~time for such testimony designated on the agenda (currently, entitled "Public Presentations"). Councilmembers ~~should~~may not deliberate or act on any matter raised during Public Presentations, although brief questions may be posed to the speaker. ~~No substantive action may be taken on any matter raised, although for clarification. Although the matter may not be acted upon,~~ by consensus or formal vote, the matter may be referred to City staff for follow up. ~~In~~Depending upon the ~~event that [ten (10)] or more~~number of speakers ~~request to speak, the remaining amount of~~ City business to be conducted on a particular topic, in addition to ~~limiting the time for each speaker,~~ the agenda, and other factors, the Mayor shall have the discretion to limit the total amount of time afforded speakers during the initial round of Public Presentations, and to trail a second round of Public Presentations speakers until the end of the Council meeting.

**B.D. Council Discussions and Deliberations:**

1. In General. Discussion and deliberations among Councilmembers are integral to the decision-making process. These rules are designed to facilitate that process in ~~an~~a fair and effective manner, and to assure every member a reasonable and equal opportunity to be heard.
2. Procedures
  - a. Commencement of Deliberations. Council deliberations shall commence after the completion of public testimony. A



motion for proposed action on an item is not required for Councilmember deliberations to commence. The Councilmember seeking to commence deliberations, or to make a statement regarding the item, shall first obtain recognition from the Mayor. -Additional Councilmember questions of City staff (or any applicant) may also be posed at this time.

- b. Taking Turns: If one or more Councilmembers has already spoken, all other Councilmembers wishing to speak should first be recognized and given an opportunity to speak, before returning to those that have already spoken. To encourage the full participation of all members of the Council, no member or members should monopolize the discussion of the question/matter under consideration.
- c. Discussions Limited to Pending Matter. Councilmembers should use their speaking time to discuss the pending question/matter; any extended discussion/discussions which departs/depart from the subject matter/agenda item before the Council is/shall be considered out of order.
- d. Through the Mayor. Councilmembers should address comments to the Mayor (as the Presiding Officer), not directly to other members to assist with maintaining order and civility.

3. Protocols:

- a. Relevancy of Discussion. Discussions Should be On Topic and Focused. All discussion should be relevant to the issue before the City Council. Councilmembers should avoid diversions to unrelated topics and strive to move the discussion along. Arguments, for or against a matter, should be stated as concisely as possible. The Mayor will preside over these matters and may intervene to minimize repeated and off-topic remarks.
- b. No personal attacks Personal Attacks. A motion, its nature, or consequences, may be debated vigorously. However, it is never permissible to attack the motives, character, or personality of a member/fellow Councilmember or staff, either directly or by innuendo or implication. It is the duty of the Mayor to instantly rule out of order any Councilmember who engages in personal attacks. It is the motion, not its



~~proposer, that is subject to debate.~~

- c. Duty to Maintain an Open Mind. It is the responsibility of each Councilmember to maintain an open mind on all issues during discussion and deliberation.
  - d. Avoid Repetition. It is not necessary for all City Councilmembers to speak or give their viewpoints if another Councilmember has already addressed their concerns.
  - e. Interruptions. Councilmembers shall not interrupt or otherwise disturb ~~the speaker~~another Councilmember while they are speaking.
4. Mayor's Duties During Discussion. The Mayor has the responsibility of managing and expediting Council discussion and deliberations. ~~It is the duty of the Mayor to manage compliance with all applicable procedures and protocols, keep the subject clearly before the members, to discourage any extended discussion not relevant to the subject, and to restate the question whenever necessary.~~

### ~~C.E.~~ Motions, Seconds and Action

**In General**. No motion ~~shall~~should be taken until after public comment is received. All motions, except nominations, require a second. The two primary categories of motions are "main motions" and "secondary motions." A description and the procedures for these are set forth below.

#### **Main Motion Procedures**

- (1) **Get the Floor**. A ~~Council member~~Councilmember should seek permission of the presiding officer before making a motion.
- 2) **State the Motion**. A motion is made by a ~~Council member~~Councilmember (the "maker") stating his or her proposal. Longer proposals can be written and read into the record.
- 3) **Second Required**. Any other ~~Council member~~Councilmember (including the ~~presiding officer~~Presiding Officer) who supports the proposal (or who simply wishes it to be



considered) may "second" the motion without first being recognized.

**4) Lack of a Second.** If there is no second stated ~~immediately~~, the ~~presiding officer~~Presiding Officer should ask whether there is a second. If no ~~Council Member~~Councilmember seconds the motion the ~~matter~~motion will be considered to have "failed" for lack of second and will not be ~~considered acted upon~~.

**5) Maker's Right to Withdraw Motion.** Prior to or during debate and discussion of a motion the maker of the motion may seek recognition from the Presiding Officer to interrupt discussions and withdraw their motion from the floor. The motion is immediately deemed withdrawn, although the ~~presiding officer~~Presiding Officer may ask the person who seconded the motion if they wish themselves to make the motion, ~~and~~; any other Councilmember once properly recognized may also make the motion.

**6) Discussion. ~~The~~ of Seconded Motions.** In general, the maker ~~shall~~of a motion that has been seconded should be the first ~~Council member~~Councilmember recognized to speak on the motion ~~if it receives a second.~~ The seconder ~~shall~~should be the second ~~Council member~~Councilmember recognized to speak on the motion. Generally ~~Council members will~~, Councilmembers should speak only once with respect to a seconded motion, but there is no formal limit on the number of times a Councilmember may speak. If the ~~presiding officer~~Presiding Officer or Council permits any ~~Council member~~Councilmember to speak more than once on a motion, all Council members shall receive the same privilege. (See Council Discussion and Deliberations Procedures and Protocols, above)

**7) "Friendly" Amendments.** Any Councilmember may propose a "friendly" amendment to a pending motion, whether such motion has been seconded or not. If the maker of the motion (and the second, if the motion has been seconded), agree~~agrees~~ to the amendment, no formal vote shall be required by the Council for such "friendly amendment" to be substituted for the original motion.

**8) ~~Amendment~~ Motions to Amend.** Once a motion has been seconded any Councilmember may move to amend the motion. A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way. If seconded, the motion to ~~the~~ amend takes precedence over the main motion. An action on a motion to



amend a motion relates only to whether to accept the proposed amendment, not on the substance of the underlying motion itself. If the motion to amend passes, the next action in order would be to act on the original motion as amended.

**9) Substitute Motions.** Once a motion has been seconded any Councilmember may move to make a ~~substitution~~substitute motion. Unlike a motion to amend, the substitute motion seeks to replace the main motion with a something materially different. If seconded, the motion to ~~the amend~~substitute a motion takes precedence over the main motion. The initial action on a substitute motion relates only on whether to accept the proposed substitution, not on the substance of the underlying motion itself. If the motion to substitute passes, the next action in order would be to act on the substitute motion.

**10) Presentation of Motion Transcribed by City Clerk.** Prior to any vote, the Clerk, with assistance from the City Attorney as necessary, shall ~~transcribe~~present the motion under consideration so that Council members, the public and staff have a clear understanding of what they are voting on. If the proposed action is staff's recommendation, reference can be made to staff's presentation or the recommendation presented on the meeting agenda. If they motion includes modifications to, or is otherwise different from, staff's recommendation, the City Clerk shall transcribe the proposed action on the voting screen and/or read ~~the motion~~, as practical and appropriate.

**11) Action.** After discussion is complete the Council will vote on the motion under consideration. A simple majority vote of the Council (four votes) will be sufficient to adopt a motion unless otherwise required by law or this policy. (For example: City Charter Section 1305 requires "five votes" to approve a budget amendment involving an appropriation of funds; Under this Policy a motion "Calling for the Question" requires a two-thirds vote (five votes for a seven member body like the City Council).

**12) Multiple Motions.** There can be up to three motions on the floor at the same time.- When there are two or three motions on the floor, the vote should proceed first on the last motion that is made. (See Rosenberg's p. 5 on the process for managing multiple motions. Such process is incorporated herein by reference.)

**13) Failed Motions; Reconsideration.** If a motion fails to



receive the number of votes required, that motion fails. If further action is needed or desired, the Council may continue to deliberate and make another motion or motions until action is taken. Once the Council has approved a motion, no further discussion shall be made unless a motion is made for reconsideration under **City Council Policy 042**.

### **Secondary Motion Procedures**

The Council recognizes that the following “secondary” motions may be considered while a main motion is pending. These motions shall have precedence in the order listed below. This means that a secondary motion that is higher on the list will be considered ahead of a pending secondary motion that is lower on the list:

The purpose of the allowed secondary motions is summarized in the following text ~~and table~~.

- 1) **Fix the time ~~to~~ which to adjourn.** This motion sets a future time for ~~continuation~~adjournment of the meeting. (For example, “I move that this meeting should be adjourned at midnight.”) It requires a second, is amendable and is debatable but only as to the time ~~to~~ which the meeting is to be adjourned.
- 2) **Adjourn.** This motion ends the meeting ~~or adjourns it. It can include a future date/time for reconvening the meeting but need not. If no date/time is specified, the meeting shall be adjourned to the next regularly scheduled meeting. A motion to another time. It adjourn~~ requires a second and is not debatable except to set the date/time to which the meeting is adjourned, if applicable. A motion to adjourn shall be in order at any time, except as follows: (a) when repeated without intervening business or discussion; (b) when made as an interruption of a member while speaking; (c) when a call for the ~~previous~~ question has been ordered; ~~and/or~~ (d) while a vote is being taken. After all items on the agenda have been considered, the Mayor may adjourn the meeting on her own initiative with consensus of the Council.
- 3) **Take a recess.** This motion interrupts the meeting temporarily. It is amendable but is not debatable.
- 4) **Raise a question of personal privilege.** This motion allows a ~~Council Member~~Councilmember to address the Council on a question of personal privilege and shall be limited to cases in which the ~~Council Member's~~Councilmember's integrity, character or



motives are questioned or when the welfare of the Council is concerned. The maker of the motion may interrupt another speaker if the ~~presiding officer~~Presiding Officer recognizes the "privilege." The motion does not require a second, is not amendable and is not debatable.

**5) Motion to ~~table~~/continue.** This motion is used to interrupt business for more urgent business, or to defer action on a matter to a later date at the request of an applicant, City staff, or a Councilmember in order to obtain additional information, ~~or for~~ some other stated purpose. The later date for consideration may be specified, but need not be. A motion to ~~table~~ or continue an item requires a second, is not amendable and is not debatable, except, in each case, with respect to any new information that is being requested and any time/date proposed for the matter to be taken up again. It shall preclude all amendments or debate of the subject under consideration. If the motion prevails, and the subject is ~~tabled~~continued, the matter shall be re-agendized for ~~further~~future consideration on the terms specified or, if no terms are specified in staff's discretion.

**6) ~~Previous~~ Motion to table.** A motion to table an item shall be governed by the same rules applicable to a motion to continue, above. A motion to table, in effect, constitutes an affirmative decision to take no action on item at the time. The motion may, but need not, include terms for when the item will be brought back for future consideration.

**7) Calling the question.** This motion "calls the question" by closing debate on the pending motion. A motion to "call for ~~previous~~the question" requires a second, is not debatable and is not amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If motion to call for ~~previous~~the question fails, debate is reopened; if a motion to call for ~~previous~~the question passes, then a vote on the pending motion is required. A motion to call for ~~previous~~the question requires a two-thirds vote of those Council members present and voting. If the Presiding Officer "calls for the question" the motion on the table shall be voted on unless a motion to "extend the debate" is made and approved as provided below.

**78) Limit or extend debate.** This motion limits or extends the time for the Council or any ~~Council Member~~Councilmember to debate a motion. It requires a second, is amendable and is not debatable. The motion requires a two-thirds vote of those Council



members present and voting.

9) **Refer to a ~~city~~City agency, body, committee, board, commission or officer.** This motion sends a subject to another ~~city~~City agency, body, committee, board, commission or officer for further study and report back to Council, at which time ~~the~~ subject ~~is~~would be fully debated, ~~and acted upon~~. It requires a second, is amendable, and is debatable only as to the propriety of referring. ~~The~~Unless the referral relates to a matter already on the agenda, ~~the~~ substance of the subject being referred shall not be discussed at the time the motion to refer is made.

**D.F. Decorum:** At all times during the Council meeting, the City Council shall maintain a professional and respectful tone during discussions and avoid personal attacks or disrespectful language. Reference should be made to the City Code of Ethics and Values Behavioral Standards for Councilmembers for additional standards for behavior and decorum.

**E.G. Enforcement of Rules and Appeals:** As the ~~presiding~~Presiding Officer of the meeting, the Mayor may raise points of order to address violations of meeting rules, ~~with a right for an appeal from and make determinations regarding the majority~~application of rules and protocols. Such determinations, including where the City Council Mayor is acting in their discretion, deserve deference, but are subject to the right of appeal. An appeal shall be initiated first by inquiry of a Council member, and if not resolved, by formal motion. The motion must be seconded, ~~and~~ is subject to debate. If approved by a majority vote of those members present and voting, the ruling of the presiding officer is reversed. Questions regarding applicable rules or questions of interpretation may be presented to the City Attorney for input or advice. The interpretations and the application of rules to meetings shall be based on (1) the legal requirements of the Brown Act, and other applicable laws (e.g., free speech and, due process requirements, federal and state procedural requirements for certain types of actions, and City's own procedural requirements); (2) applicable rules and procedures set forth in Rosenberg's, (3) past City patterns and practices of conduct, and (4) "best practices" derived from other sources, including generally accepted practices of conduct among City Councils throughout the state.

**F.H. Other Relevant Policies.**

The following ~~City Council Policies~~City Council Policies also provide

Council Policy **054055**

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rules relative to the conduct of City Council meetings: 029 – Time Limits for Speakers at Council; 030 - Adding an Item on the Agenda; and 042 – Reconsideration of Council Action; and City of Santa Clara Program in Ethics & Values, Behavioral Standards for Councilmembers.

**Reference:**

*Council Policy Approved <DATE>*



## **COUNCIL MEETING PROCEDURES AND PROTOCOLS**

### **PURPOSE**

**In General.** These Council Meeting Procedures and Protocols (“Meeting Policies”) are designed to guide and facilitate the conduct of City Council meetings in a collegial, fair and effective manner that complies with the law. These Meeting Policies were developed using current City policies and practices, the principles and procedures set forth in Rosenberg’s Rules of Order, Revised 2011 (“Rosenberg’s”), and recommendations from City Councilmembers and City Staff.

**Relationship to Rosenberg’s Rules of Order.** In the event of any ambiguity or omission in these Meeting Policies the full text of Rosenberg’s may be referred to for guidance. In the event of any inconsistency between these Meeting Policies and Rosenberg’s, the terms of these Meeting Policies shall govern. A copy of Rosenberg’s is attached for reference.

**Relationship to Other Laws.** These Meeting Policies are not intended to limit the legal authority of the City Council to act on matters within its lawful jurisdiction. Accordingly, while the City Council should follow this policy, any failure to follow this policy shall not invalidate any otherwise lawful City Council action. These policies are also not intended to--and shall not--supersede any applicable meeting conduct or procedural requirements set forth in the City Charter and the Ralph M. Brown Act (“Brown Act”).

**Applicability to Other City Boards, Commissions and Committees.** The City Council intends for these Meeting Policies to be used not only by the City Council, but also for all City Boards, Commissions and Committees for the management of their public meetings. For that purpose, any references to the “Mayor” in this policy shall be considered references to the “Chair” for such bodies. Such bodies may adopt supplemental meeting rules and procedures provided that they are consistent with these Meeting Policies or otherwise required by law. Any proposed meeting policies by such bodies not consistent herewith or otherwise required by law must first be approved by the City Council.

### **POLICY**

#### **A. Mayor as Presiding Officer.**

1. As provided in the City Charter, the Mayor (sometime referred to herein as the “Presiding Officer”) shall preside at meetings of the City Council and have the authority to preserve order, enforce the rules of the City Council, and determine the order of business



under the rules of the City Council. [Charter Sections 704 and 704.3(b) and (c)]

2. The responsibilities of the Presiding Officer shall include: (a) ensuring that debate and discussion of an agenda item focuses on the item and the policy in question; (b) managing public input consistent with applicable laws and policies in a fair and consistent manner that allows the efficient conduct of City business; (c) maintaining control of communication between Councilmembers and among Council, City staff and the public; (d) maintaining public and Council decorum; and (e) assuring compliance with these Meeting Policies, including making determinations on points of order. Such determinations shall be final unless overruled by a majority of the Council.
3. The Mayor shall endeavor to facilitate discussion among Councilmembers and, in general, should defer to other Councilmembers in the making of motions or seconds. That notwithstanding, the Mayor retains the right to fully participate in all Council debate, discussions and decision making.
4. If the Mayor is unavailable to preside at a Council meeting due to their absence or disability, the Vice Mayor shall assume presiding officer duties. [City Charter Section 705]

**B. Process for Consideration of Agendized Items.**

Council consideration of agendized items shall generally proceed as follows:

1. Mayor introduces the item.<sup>1</sup>
2. Staff provides any comments, information, or reports, as appropriate.
3. Questions from Councilmembers of City staff<sup>2</sup>.
4. Staff responses to questions.
5. Public testimony (in accordance with policies set forth below).<sup>3</sup>
6. Councilmembers engage in deliberations and then take action (in accordance with the procedures and protocols set forth below).

<sup>1</sup> If an item requires a public hearing, the Mayor will also open the public hearing.

<sup>2</sup> Note: This process will be managed by the Presiding Officer. Council comments at this point should be limited to questions only. Council opinions should be reserved for deliberations following input from the public.

<sup>3</sup> If the item requires a public hearing, following public testimony, and prior to Council deliberations, the public testimony portion of the public hearing shall be closed.



**C. Public Comment on Agendized and Non-Agendized Items.**

1. In General. Consistent with the requirements of the Brown Act, members of the public will be given an opportunity to speak on each agendized item and during the public comment section of the meeting for non-agendized items. This includes closed session items and consent calendar items. Members of the public should direct their questions and comments to the City Council as a body; comments should not be addressed to any one member, to City staff or to the audience.
2. Time Limits. Consistent with City Council Policy 029 for agendized items, speakers will be provided two (2) minutes to make their remarks, and for non-agendized items three (3) minutes. People in attendance or on-line may elect to cede their time to another speaker. This should be coordinated in advance through the City Clerk. No speaker may commence their remarks and cede the balance of their time. The maximum amount of time aggregated in this manner shall be eight (8) minutes for agendized items, and twelve (12) minutes for non-agendized items. In circumstances where there are a large number of speakers, numerous items on the agenda yet to be heard, or items that are anticipated to be lengthy, in the interest of making sure everyone has an opportunity to speak, the Mayor may reduce the amount of time allocated to each speaker. Any such reduction shall be applied consistently to all speakers for that item.
3. One Opportunity to Speak. Once a member of the public has spoken on an agenda item, except under special circumstances (at the discretion of the Mayor), or where rebuttal testimony is expressly authorized or required (either under the City Code or applicable due process laws), that speaker shall not be afforded additional time to speak on such item.
4. Disruptive or Unruly Behavior Not Allowed. While the public may speak their opinions on City business, the presiding officer is authorized and required to maintain order and decorum consistent with applicable laws and any adopted City behavioral standards.
5. Special Rules for "Public Presentations" for Non-Agendized Items. Any public testimony relating to items not on the agenda must be presented during the time for such testimony designated on the agenda (currently entitled "Public Presentations"). Councilmembers may not deliberate or act on any matter raised during Public Presentations, although brief questions may be



posed to the speaker for clarification. Although the matter may not be acted upon, by consensus or formal vote, the matter may be referred to City staff for follow up. Depending upon the number of speakers, the remaining amount of City business to be conducted on the agenda, and other factors, the Mayor shall have the discretion to limit the total amount of time afforded speakers during the initial round of Public Presentations and to trail a second round of Public Presentations speakers until the end of the Council meeting.

**D. Council Discussions and Deliberations.**

1. In General. Discussion and deliberations among Councilmembers are integral to the decision-making process. These rules are designed to facilitate that process in a fair and effective manner, and to assure every member a reasonable and equal opportunity to be heard.
2. Procedures
  - a. Commencement of Deliberations. Council deliberations shall commence after the completion of public testimony. A motion for proposed action on an item is not required for Councilmember deliberations to commence. The Councilmember seeking to commence deliberations, or to make a statement regarding the item, shall first obtain recognition from the Mayor. Additional Councilmember questions of City staff (or any applicant) may also be posed at this time.
  - b. Taking Turns: If one or more Councilmembers has already spoken, all other Councilmembers wishing to speak should first be recognized and given an opportunity to speak before returning to those that have already spoken. To encourage the full participation of all members of the Council, no member or members should monopolize the discussion of the matter under consideration.
  - c. Discussions Limited to Pending Matter. Councilmembers should use their speaking time to discuss the pending matter; any extended discussions which depart from the agenda item before the Council shall be considered out of order.
  - d. Through the Mayor. Councilmembers should address



comments to the Mayor (as the Presiding Officer), not directly to other members to assist with maintaining order and civility.

3. Protocols:

- a. Discussions Should be On Topic and Focused. All discussion should be relevant to the issue before the City Council. Councilmembers should avoid diversions to unrelated topics and strive to move the discussion along. Arguments, for or against a matter, should be stated as concisely as possible. The Mayor will preside over these matters and may intervene to minimize repeated and off-topic remarks.
- b. No Personal Attacks. A motion, its nature, or consequences, may be debated vigorously. However, it is never permissible to attack the motives, character, or personality of a fellow Councilmember or staff, either directly or by innuendo. It is the duty of the Mayor to instantly rule out of order any Councilmember who engages in personal attacks.
- c. Duty to Maintain an Open Mind. It is the responsibility of each Councilmember to maintain an open mind on all issues during discussion and deliberation.
- d. Avoid Repetition. It is not necessary for all City Councilmembers to speak or give their viewpoints if another Councilmember has already addressed their concerns.
- e. Interruptions. Councilmembers shall not interrupt or otherwise disturb another Councilmember while they are speaking.

4. Mayor's Duties During Discussion. The Mayor has the responsibility of managing and expediting Council discussion and deliberations. It is the duty of the Mayor to manage compliance with all applicable procedures and protocols, keep the subject clearly before the members, discourage any extended discussion not relevant to the subject, and restate the question whenever necessary.



## **E. Motions, Seconds and Action**

**In General.** No motion should be taken until after public comment is received. All motions, except nominations, require a second. The two primary categories of motions are “main motions” and “secondary motions.” A description and the procedures for these are set forth below.

### **Main Motion Procedures**

- (1) Get the Floor.** A Councilmember should seek permission of the presiding officer before making a motion.
- (2) State the Motion.** A motion is made by a Councilmember (the "maker") stating his or her proposal. Longer proposals can be written and read into the record.
- (3) Second Required.** Any other Councilmember (including the Presiding Officer) who supports the proposal (or who simply wishes it to be considered) may "second" the motion without first being recognized.
- (4) Lack of a Second.** If there is no second stated, the Presiding Officer should ask whether there is a second. If no Councilmember seconds the motion the motion will be considered to have “failed” for lack of second and will not be acted upon.
- (5) Maker’s Right to Withdraw Motion.** Prior to or during debate and discussion of a motion the maker of the motion may seek recognition from the Presiding Officer to interrupt discussions and withdraw their motion from the floor. The motion is immediately deemed withdrawn, although the Presiding Officer may ask the person who seconded the motion if they wish themselves to make the motion; any other Councilmember once properly recognized may also make the motion.
- (6) Discussion of Seconded Motions.** In general, the maker of a motion that has been seconded should be the first Councilmember recognized to speak on the motion. The seconder should be the second Councilmember recognized to speak on the motion. Generally, Councilmembers should speak only once with respect to a seconded motion, but there is no formal limit on the number of times a Councilmember may speak. If the Presiding Officer or Council permits any Councilmember to speak more than once on a motion, all Council members shall receive the same



privilege. (See Council Discussion and Deliberations Procedures and Protocols, above)

**7) “Friendly” Amendments.** Any Councilmember may propose a “friendly” amendment to a pending motion, whether such motion has been seconded or not. If the maker of the motion (and the second, if the motion has been seconded), agrees to the amendment, no formal vote shall be required by the Council for such “friendly amendment” to be substituted for the original motion.

**8) Motions to Amend.** Once a motion has been seconded any Councilmember may move to amend the motion. A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way. If seconded, the motion to amend takes precedence over the main motion. An action on a motion to amend a motion relates only to whether to accept the proposed amendment, not on the substance of the underlying motion itself. If the motion to amend passes, the next action in order would be to act on the original motion as amended.

**9) Substitute Motions.** Once a motion has been seconded any Councilmember may move to make a substitute motion. Unlike a motion to amend, the substitute motion seeks to replace the main motion with something materially different. If seconded, the motion to substitute a motion takes precedence over the main motion. The initial action on a substitute motion relates only on whether to accept the proposed substitution, not on the substance of the underlying motion itself. If the motion to substitute passes, the next action in order would be to act on the substitute motion.

**10) Presentation of Motion by City Clerk.** Prior to any vote, the Clerk, with assistance from the City Attorney as necessary, shall present the motion under consideration so that Council members, the public and staff have a clear understanding of what they are voting on. If the proposed action is staff’s recommendation, reference can be made to staff’s presentation or the recommendation presented on the meeting agenda. If they motion includes modifications to, or is otherwise different from, staff’s recommendation, the City Clerk shall transcribe the proposed action on the voting screen and/or read the motion, as practical and appropriate.

**11) Action.** After discussion is complete the Council will vote on the motion under consideration. A simple majority vote of the



Council (four votes) will be sufficient to adopt a motion unless otherwise required by law or this policy. (For example: City Charter Section 1305 requires “five votes” to approve a budget amendment involving an appropriation of funds; Under this Policy a motion “Calling for the Question” requires a two-thirds vote (five votes for a seven member body like the City Council).

**12) Multiple Motions.** There can be up to three motions on the floor at the same time. When there are two or three motions on the floor, the vote should proceed first on the last motion that is made. (See Rosenberg’s p. 5 on the process for managing multiple motions. Such process is incorporated herein by reference.)

**13) Failed Motions; Reconsideration.** If a motion fails to receive the number of votes required, that motion fails. If further action is needed or desired, the Council may continue to deliberate and make another motion or motions until action is taken. Once the Council has approved a motion, no further discussion shall be made unless a motion is made for reconsideration under **City Council Policy 042.**

### **Secondary Motion Procedures**

The Council recognizes that the following “secondary” motions may be considered while a main motion is pending. These motions shall have precedence in the order listed below. This means that a secondary motion that is higher on the list will be considered ahead of a pending secondary motion that is lower on the list:

The purpose of the allowed secondary motions is summarized in the following text.

**1) Fix the time at which to adjourn.** This motion sets a future time for adjournment of the meeting. (For example, “I move that this meeting should be adjourned at midnight.”) It requires a second, is amendable and is debatable but only as to the time at which the meeting is to be adjourned.

**2) Adjourn.** This motion ends the meeting. It can include a future date/time for reconvening the meeting but need not. If no date/time is specified, the meeting shall be adjourned to the next regularly scheduled meeting. A motion to adjourn requires a second and is not debatable except to set the date/time to which the meeting is adjourned, if applicable. A motion to adjourn shall



be in order at any time, except as follows: (a) when repeated without intervening business or discussion; (b) when made as an interruption of a member while speaking; (c) when a call for the question has been ordered; or (d) while a vote is being taken. After all items on the agenda have been considered, the Mayor may adjourn the meeting on her own initiative with consensus of the Council.

**3) Take a recess.** This motion interrupts the meeting temporarily. It is amendable but is not debatable.

**4) Raise a question of personal privilege.** This motion allows a Councilmember to address the Council on a question of personal privilege and shall be limited to cases in which the Councilmember's integrity, character or motives are questioned or when the welfare of the Council is concerned. The maker of the motion may interrupt another speaker if the Presiding Officer recognizes the "privilege." The motion does not require a second, is not amendable and is not debatable.

**5) Motion to continue.** This motion is used to interrupt business for more urgent business, or to defer action on a matter to a later date at the request of an applicant, City staff, or a Councilmember in order to obtain additional information or for some other stated purpose. The later date for consideration may be specified, but need not be. A motion to continue an item requires a second, is not amendable and is not debatable except, in each case, with respect to any new information that is being requested and any time/date proposed for the matter to be taken up again. It shall preclude all amendments or debate of the subject under consideration. If the motion prevails, and the subject is continued, the matter shall be re-agendized for future consideration on the terms specified or, if no terms are specified in staff's discretion.

**6) Motion to table.** A motion to table an item shall be governed by the same rules applicable to a motion to continue, above. A motion to table, in effect, constitutes an affirmative decision to take no action on item at the time. The motion may, but need not, include terms for when the item will be brought back for future consideration.

**7) Calling the question.** This motion "calls the question" by closing debate on the pending motion. A motion to "call for the question" requires a second, is not debatable and is not



amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If motion to call for the question fails, debate is reopened; if a motion to call for the question passes, then a vote on the pending motion is required. A motion to call for the question requires a two-thirds vote of those Council members present and voting. If the Presiding Officer “calls for the question” the motion on the table shall be voted on unless a motion to “extend the debate” is made and approved as provided below.

**8) Limit or extend debate.** This motion limits or extends the time for the Council or any Councilmember to debate a motion. It requires a second, is amendable and is not debatable. The motion requires a two-thirds vote of those Council members present and voting.

**9) Refer to a City agency, body, committee, board, commission or officer.** This motion sends a subject to another City agency, body, committee, board, commission or officer for further study and report back to Council, at which time the subject would be fully debated and acted upon. It requires a second, is amendable, and is debatable only as to the propriety of referring. Unless the referral relates to a matter already on the agenda, the substance of the subject being referred shall not be discussed at the time the motion to refer is made.

**F. Decorum.** At all times during the Council meeting, the City Council shall maintain a professional and respectful tone during discussions and avoid personal attacks or disrespectful language. Reference should be made to the City Code of Ethics and Values Behavioral Standards for Councilmembers for additional standards for behavior and decorum.

**G. Enforcement of Rules and Appeals.** As the Presiding Officer of the meeting, the Mayor may raise points of order to address violations of meeting rules and make determinations regarding the application of rules and protocols. Such determinations, including where the Mayor is acting in their discretion, deserve deference, but are subject to the right of appeal. An appeal shall be initiated first by inquiry of a Council member, and if not resolved, by formal motion. The motion must be seconded and is subject to debate. If approved by a majority vote of those members present and voting, the ruling of the presiding officer is reversed. Questions regarding applicable rules or questions of interpretation may be presented to the City Attorney for input or advice. The interpretations and the



application of rules to meetings shall be based on (1) the legal requirements of the Brown Act, and other applicable laws (e.g., free speech and, due process requirements, federal and state procedural requirements for certain types of actions, and City's own procedural requirements); (2) applicable rules and procedures set forth in Rosenberg's, (3) past City patterns and practices of conduct, and (4) "best practices" derived from other sources, including generally accepted practices of conduct among City Councils throughout the state.

**H. Other Relevant Policies.**

The following City Council Policies also provide rules relative to the conduct of City Council meetings: 029 – Time Limits for Speakers at Council; 030 - Adding an Item on the Agenda; and 042 – Reconsideration of Council Action; and City of Santa Clara Program in Ethics & Values, Behavioral Standards for Councilmembers.

***Reference:***

*Council Policy Approved <DATE>*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ADOPTING COUNCIL POLICY 055 “COUNCIL MEETING  
PROCEDURES AND PROTOCOLS”**

**WHEREAS**, a draft of Council Policy 055, “City Council Meeting Procedures and Protocols” (“Draft Policy”) was presented to the Governance and Ethics Committee (“Governance Committee”) for their consideration on October 4, 2025 as an approach to transitioning the City from a Robert’s Rules of Order based system to a Rosenberg’s Rules of Order based system, including the incorporation of other existing City and best practices, for Council meeting management, and for use by all other City Boards, Commissions and Committees;

**WHEREAS**, the Governance Committee approved the Draft Policy in substantial form and directed staff to present the Draft Policy to the City Council for its consideration and adoption; and,

**WHEREAS**, City staff updated the Draft Policy and presented it to the City Council for their consideration at their June 24<sup>th</sup> City Council meeting; and

**WHEREAS**, Council considered the Draft Policy, heard public comment, and provided direction to staff regarding any requested modifications.

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

1. Council Policy 055, entitled “City Council Meeting Procedures and Protocols,” (“Meeting Policy”) attached here as Attachment 1, is hereby approved and adopted.
2. Staff is directed to take such other actions as are necessary to implement, post and distribute the Meeting Policy, including preparation and presentation to the City Council of any necessary modifications to the City Code to reflect the new policy.
3. Effective date. This resolution shall become effective immediately, with the Meeting

Policy to go into full effect for use by the City Council and all other City Boards, Commissions and Committees upon the effective date of any required amendment to the City Code.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 24th DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments to be incorporated by reference:

1. Council Policy 055 entitled "Council Meeting Procedures and Protocols"