



City of Santa Clara

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



Tuesday, August 26, 2025

5:30 PM

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

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

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

How to Submit Written Public Comment Before City Council Meeting:

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

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

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

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1.A 25-906 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Allyson Hauck, Vitus Leung, Glen R. Googins

Employee Organization(s):
Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171 (Unit #1)
Police Officers Association (Unit #2)
Engineers of the City of Santa Clara (Unit #4)
City of Santa Clara Employees Association (Units #5,7,8)
Unclassified Miscellaneous Management (Unit #9)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)
Public Safety Non-Sworn Employees Association (Unit #10)

1.B 25-949 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Jane Roe v. Doe 1, et al., Santa Clara County Superior Court
Case No. 22CV409274

1.C 25-954 [Conference with Real Property Negotiators \(City\)](#)
[Pursuant to Gov. Code § 54956.8](#)

—
[Property: APN 216-33-022, 3031 Corvin Drive, Santa Clara, CA 95051](#)

[City Negotiator: Jovan D. Grogan, City Manager \(or designee\)](#)
[and Glen R. Googins, City Attorney \(or designee\)](#)

[Negotiating Parties: City and Michael J. Bonasera Living Trust \(or designee\)](#)

—
[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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

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.]

2.A 25-794 [Action to Award Master Agreements to CSG Consultants, Inc. and Bureau Veritas North America, Inc. to Provide Plan Check Review and Inspection Consulting Services](#)

- Recommendation:**
1. Authorize the City Manager to execute master agreements with CSG Consultants, Inc. and Bureau Veritas North America, Inc. to provide plan check review and inspection services for a term of five years, starting on or around August 26, 2025 and ending on or around June 30, 2030, with a maximum compensation not-to-exceed \$1,250,000, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
 2. Authorize the City Manager to take any actions necessary to implement and administer the master agreements, including negotiating and executing future amendments to (a) add or delete services associated with the scope of work and (b) make de minimis changes, subject to subject to the appropriation of funds and review and approval as to form by the City Attorney.

2.B 25-89 [Action to Delegate Authority to the City Manager to Execute a First Amendment to the Agreement for the Purchase and Sale of Property with Feather River Land Trust for the Loyalton Property to Extend Escrow](#)

- Recommendation:**
- Delegate authority to the City Manager or designee to execute a First Amendment to the Agreement for the Purchase and Sale of Property with Feather River Land Trust for the Loyalton Property extending the Closing Date until February 16, 2026, to allow for the approval and implementation of the necessary state agency financing, subject to the review and approval as to form by the City Attorney, and to allow the City Manager to extend the Closing Date another six months so long as the City Manager determines that the Trust continues to proceed in good faith to obtain the necessary approvals for state financing.

2.C 25-146 [Action on Amendment No. 6 to the Agreement for Professional Services with Perkins + Will for the Tasman East Specific Plan and Approve Related Budget Amendment](#)

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 6 to the Agreement with Perkins + Will for professional services to prepare the Amendment to the Tasman East Specific Plan by increasing the amount of the agreement by \$92,344, including the contingency to update the final traffic report, for a revised not-to-exceed maximum compensation of \$1,553,776, and extending the term of the agreement through June 2026 in a final form approved by the City Attorney; and
 2. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Community Development Department budget in the amount of \$92,344 and decreasing the Advanced Planning Fee Reserve in the amount of \$92,344 **(five affirmative Council votes required for the use of unused balances)**.

2.D 25-592 [Note and File the Ten-Year Goals for Silicon Valley Power's Energy Efficiency Program](#)

- Recommendation:** Note and file the Ten-Year Goals for Silicon Valley Power's Energy Efficiency Program.

2.E 25-86 [Action to Delegate Authority to the City Manager to Negotiate and Execute Amendment No. 2 to the Software Maintenance Agreement with Hitachi Energy USA, Inc.](#)

- Recommendation:**
1. Delegate authority to the City Manager or designee to negotiate and execute Amendment No. 2 to the Software Maintenance Agreement with Hitachi Energy USA, Inc. to continue providing maintenance and support services for Silicon Valley Power's SCADA System, increasing the total maximum compensation from \$1,372,657 to an amount not to exceed \$2,500,000, and extending the term through August 31, 2030, 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 take any actions necessary to implement and administer the Software Maintenance Agreement as amended and negotiate and execute future amendment(s) to (i) add or delete services associated with the SCADA system, (ii) adjust future rates based on market conditions, and (iii) make de minimis changes, subject to the maximum authorization of \$2,500,000, budget appropriations, and the review and approval as to form by the City Attorney.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

3. 25-1024 [Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of July 1 to September 30, 2024](#)

- Recommendation:** Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of July 1 to September 30, 2024.

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

4. 25-893 [Presentation on a Proposed League Event Agreement with Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC to Host Super Bowl LX](#)

Recommendation: Direct staff to bring forth the proposed League Event Agreement on the terms presented for Council and Board action at the September 16, 2025 meeting.

5. 25-872 [Action on Approval of \(1\) Second Amendment to the City Attorney Employment Agreement, and \(2\) Resolution Approving and Adopting the Updated Salary Plan that includes the Classification of City Attorney](#)

Recommendation:

1. Approve modifications to the compensation package for the City Attorney, including (A) a cost-of-living salary adjustment for City Attorney of 4.0% retroactive to March 1, 2025, resulting in a new annual salary of \$370,461.12, (B) employer contribution to the employee's deferred compensation plan in the amount of \$300/month retroactive to January 1, 2025, (C) increase to the employer contribution for healthcare to align with the Unit 9 MOU, and (D) modification of the performance appraisal process;
2. Approve, and authorize the Mayor to sign, Amendment No. 2. to the Employment Agreement with City Attorney Glen R. Googins;
3. Adopt a Resolution updating the Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025.

REPORTS OF MEMBERS , SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, September 16, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

25-906

Agenda Date: 8/26/2025

SUBJECT

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Allyson Hauck, Vitus Leung, Glen R. Googins

Employee Organization(s):

Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171 (Unit #1)
Police Officers Association (Unit #2)
Engineers of the City of Santa Clara (Unit #4)
City of Santa Clara Employees Association (Units #5,7,8)
Unclassified Miscellaneous Management (Unit #9)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)
Public Safety Non-Sworn Employees Association (Unit #10)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

25-949

Agenda Date: 8/26/2025

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Jane Roe v. Doe 1, et al., Santa Clara County Superior Court Case No. 22CV409274



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

25-954

Agenda Date: 8/26/2025

SUBJECT

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

Property: APN 216-33-022, 3031 Corvin Drive, Santa Clara, CA 95051

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

Negotiating Parties: City and Michael J. Bonasera Living Trust (or designee)

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



Agenda Report

25-794

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Action to Award Master Agreements to CSG Consultants, Inc. and Bureau Veritas North America, Inc. to Provide Plan Check Review and Inspection Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City's Water & Sewer Utilities Department (Department) provides plan review and inspection for water and recycled water improvements completed by developers and other private entities. During fiscal year 2024/25, the Department completed reviews for over 770 building permits and 500 encroachment permits. In addition, staff reviewed applications for recycled water use permits and internal City capital projects. The Department also conducts inspections for all water and recycled water improvements located within the public right-of-way, as well as onsite inspection to ensure compliance with recycled water regulations and fat, oil, and grease (FOG) requirements.

Before development improvements can be accepted by the City, submitted plans must undergo comprehensive reviews, and constructed facilities must pass field inspections. These steps are essential to ensure compliance with applicable City, State, and Federal standards and specifications.

Due to the high volume of plan submittals and the number of projects requiring inspection prior to City acceptance, the Department has identified a need to supplement current staffing levels. To meet this demand and maintain timely service to customers, the Department plans to utilize third-party consultants to support plan reviews and inspection services. These consultants will augment existing staff capacity, helping ensure efficient processing and oversight of development-related water and recycled water infrastructure improvements.

DISCUSSION

Pursuant to Section 2.105.140(c) of City Code, a formal Statement of Qualifications (SOQ) was conducted for Plan Check Reviews, Field Inspections, and Related Services to support the Department's plan review and inspection workload.

The SOQ was published on the City's e-procurement system. Four proposals were received from BPR Consulting Group, CSG Consultants, Inc., Bureau Veritas North America, Inc., and Ghirardelli Associates. The proposals were evaluated based on several criteria, including firm experiences, qualifications, technical capabilities, and responsiveness to the SOQ requirements. Following the evaluations, CSG Consultants, Inc. and Bureau Veritas North America, Inc. were determined to meet the qualifications and service needs outlined in the SOQ.

The proposed master agreements with CSG Consultants, Inc. (Attachment 1) and Bureau Veritas

North America, Inc. (Attachment 2) include a scope of services that reflects the Department's operational needs and the nature of work involved. Services include offsite and onsite plan reviews for water, recycled water, and sewer utilities; offsite inspections for water, recycled water, and sewer utilities; and onsite inspections for water, recycled water, and sewer pre-treatment inspection services.

Staff recommends entering into master agreements with CSG Consultants, Inc. and Bureau Veritas North America, Inc. for a five-year term starting on or about August 27, 2025, through June 30, 2030. Rates have been established in the agreements but may be subject to annual rate increases if requested as outlined in the agreements and in accordance with the regional Consumer Price Index.

ENVIRONMENTAL REVIEW

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

COORDINATION

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

FISCAL IMPACT

The proposed agreements are for a not-to-exceed amount of \$1,250,000. Funding is available in the Water Utility operating budget.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office beginning the Thursday evening before the Tuesday meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute master agreements with CSG Consultants, Inc. and Bureau Veritas North America, Inc. to provide plan check review and inspection services for a term of five years, starting on or around August 26, 2025 and ending on or around June 30, 2030, with a maximum compensation not-to-exceed \$1,250,000, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions necessary to implement and administer the master agreements, including negotiating and executing future amendments to (a) add or delete services associated with the scope of work and (b) make de minimis changes, subject to subject to the appropriation of funds and review and approval as to form by the City Attorney.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Master Agreement for Services Between the City of Santa Clara and CSG Consultants, Inc.

2. Master Agreement for Services Between the City of Santa Clara and Bureau Veritas North America, Inc.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CSG CONSULTANTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and CSG Consultants, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Ranking of Design Services Agreements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2030.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform the services specified in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the additional 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. ASSIGNMENT OF WORK

- A. Contractor will provide the plan check review, field inspections and related services (Services) to the Department of Water & Sewer Utilities (W&S) as further described in Exhibit A.
- B. Contractor acknowledges that that Contractor is one of two firms selected to provide Services to W&S, pursuant to two separate agreements, (collectively, the "Design Services Agreements"). Subject to the terms and conditions of this Agreement, City will assign tasks starting with the highest ranked firm under contract, as listed in Exhibit E. If assignment of individual tasks cannot be

achieved with the highest ranked firm, the City will end efforts to assign those tasks to the highest ranked firm and will begin task assignment discussions with the next highest ranked firm under contract.

- C. Each assignment will be authorized in writing by the City and shall include the scope of work, deliverables, schedule, and either (ii) a not-to-exceed amount based on time and materials (T&M) using the hourly rates in Exhibit B or (ii) a lump sum amount, if applicable.
- D. The City has no obligation to assign any work under this Agreement.

7. COMPENSATION AND PAYMENT

- A. Maximum Compensation. The aggregate maximum compensation allowable for the Design Services Agreements is One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000), subject to budget appropriations. This amount represents the combined total of all assignments issued under the Design Services Agreements.
- B. Compensation per Assignment. 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" and the not-to-exceed amount authorized in each individual assignment. All work performed or materials provided in excess of the amount authorized in an individual assignment shall be at Contractor's expense. Contractor shall not be entitled to any payment above the amount authorized in an individual assignment under any circumstance, unless otherwise approved in writing by the City.

8. 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. The Contractor shall be entitled to payment for the cost of services performed to the City's satisfaction prior to the effective date of termination.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

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

City of Santa Clara
Attention: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MDealbert@santaclaraca.gov

And to Contractor addressed as follows:

CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
and by e-mail at sophiet@csgengr.com

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

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), 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>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

Signatures on following page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

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

“CITY”

CSG CONSULTANTS, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Cyrus Kianpour

Title: President

Principal Place of
Business Address: 550 Pilgrim Drive, Foster City, CA 94404

Email Address: _____

Telephone: 650-522-2500

Fax: 650-522-2599

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. GENERAL SERVICES

- 1.1** Contractor shall provide Plan Check Review, Construction Support, Field Inspections, Field Markings, Construction Management, Project Close-out and Related Contractor Services collectively referred to as "Services" on an as-needed basis.
- 1.2** Contractor shall provide qualified and licensed personnel, along with necessary equipment and materials to perform the Services.
- 1.3** Contractor shall communicate and coordinate with the City team and report to the designated City representative(s).
- 1.4** Contractor shall meet with City, other third-party consultant(s), developers, and their design consultants.
- 1.5** Contractor shall review utility plans, specifications, construction submittals, calculations, reports and technical memos specific to the service areas below.
- 1.6** Contractor shall review plan revisions as they are submitted to the City for approval during design and/or construction, and provide plan check review comments, recommendations, and action item summaries.
- 1.7** Contractor shall inspect public and private improvements specific to the service areas below.
- 1.8** Inspector shall perform standard utility inspections including but not limited to material inspection, installation of transmission and distribution pipelines, sewer collection pipelines, services, appurtenances, fire hydrants, air-vacuums, blow-offs, laterals, pipeline pressure testing, backflows, meters, meter sizing calculations, cross-connection testing, on-site recycled water plumbing and onsite FOG facilities.
- 1.9** Contractor shall provide construction management and project management as required.
- 1.10** Contractor shall perform compliance program related inspections as required.

2. OFFSITE PLAN REVIEW SERVICES – WATER, REYCLCED WATER AND SEWER

- 2.1** Contractor shall review permit plans, utility plans, specifications, construction submittals, calculations, reports and technical memos and associated documents to determine compliance with City of Santa Clara Water & Sewer Utilities Department Rules & Regulations, standard specifications, design criteria, City standard details and other applicable local and regional codes, regulations,

ordinances, standards, and statutes (collectively referred to as Standards & Regulations).

- 2.2** Contractor shall review permit plans/utility plans to ensure efficient use of the public right-of-way and utility easements, sound constructability, and construction and utility industry best practices. Contractor shall provide plan check review comments, recommendations, and an action items summary.
- 2.3** Contractor shall review all plans for water and recycled water distribution and transmission systems including composite utility plans, demolition plans, plan and profile sheets, utility and construction details. The review shall include all applicable design details of the utility system including, but not limited to, the size, material and alignment of water and recycled water mains; the location and type of valves; the location of fire hydrants, air release valves, domestic water, recycled water, fire water, meter sizing; meters and backflows and other related facilities and appurtenances per W&S standards.
- 2.4** Contractor shall review all plans for sanitary sewer collection systems including composite utility plans, demolition plans, plan and profile sheets, utility and construction details. The review shall include all applicable design details of the utility system including but not limited to the size, material and alignment of sanitary sewer pipe; the location and type of manholes; the location of sanitary sewer cleanouts, sanitary sewer laterals; and other related facilities and appurtenances per W&S Standards and Department of Public Works standards.
- 2.5** Contractor shall review and provide comments and recommendations for onsite plumbing plan and FOG facility (e.g. grease traps, etc.) specifications to ensure compliance with building code, regional pre-treatment program, City Standards and industry best practices.
- 2.6** Contractor shall review all plan revisions as they are submitted to the City for approval, including during construction.
- 2.7** Contractor shall provide written comments and recommendations for compliance with Standards and Regulations and industry best practices. Contractor shall also provide comprehensive plan review annotations (e.g. redlines) that proactively anticipate potential issues to avoid unexpected project delays.
- 2.8** Contractor shall employ a streamlined review process.
- 2.9** Contractor shall designate personnel to be available by telephone and/or e-mail to respond to questions from applicants, developers, City staff, the general public, and others as assigned by the City.
- 2.10** Contractor shall maintain a review log of plan review assignments, including the permit number, project designation, description of review, and basis for compensation for each assignment.
- 2.11** Contractor shall establish a schedule to communicate status of permits and review issues with City staff and other parties on a weekly basis, or as otherwise

requested by City staff.

3. ONSITE PLAN REVIEW SERVICES – WATER, RECYCLED WATER, AND SEWER

- 3.1** Contractor shall review and provide comments and recommendations for onsite sanitary sewer systems. The review shall include sizing of grease control devices and oil grease separators; septic systems; potential for sanitary sewer overflows (SSOs), potential cross connections in conformance with the Cross Connection Control Policy Handbook (CCCPH); and other related facilities and appurtenances in compliance with Building Code, Regional Pre-treatment and FOG program requirements and City Standards.
- 3.2** Contractor shall review and provide comments and recommendations for onsite utility systems to determine potential for cross connections in conformance with the CCCPH, Building Code, and relevant City Standards.
- 3.3** Contractor shall perform hazard assessments for cross-connection control program.

4. OFFSITE INSPECTION SERVICES – WATER, RECYCLED WATER, AND SEWER

- 4.1** Contractor shall provide underground utility locating and marking services in coordination with Underground Service Alert (commonly referred to as “USA North”), including responding to USA North ticket requests for underground utility location, reviewing City utility maps to determine any conflict between proposed excavation and City facilities, and locating and marking City-owned subsurface utilities in the field when needed in response to tickets.
- 4.2** Contractor shall provide public water and recycled water inspection services during the course of construction to enforce compliance with the conditions of approval, W&S Standards, and Division of Drinking Water standards, and the approved plans for which the City issued a permit.
- 4.3** Contractor shall provide Water, Recycled Water, and Sewer field inspection and construction management services as required including, but not limited to:
 - 4.3.1** Material inspection, installation of transmission and distribution pipelines, sewer collection pipelines, services, appurtenances, fire hydrants, air-vacuums, blow-offs, laterals, pipeline pressure testing, backflows, and meters.
 - 4.3.2** Verification of the Contractor's compliance with the City Water/Recycled Water/Sewer approved plans and standard details and specifications;
 - 4.3.3** Ensuring the quality of work (via materials testing or other means as necessary) meets City and Industry Standards;
 - 4.3.4** Coordinating with City departments, other public agencies, and various

utilities to coordinate reviews, design modifications, permitting, construction and inspection of improvements;

- 4.3.5** Maintaining daily reports of work done, Contractor's staff, equipment, weather, etc.;
- 4.3.6** Monitoring construction impacts and construction operations safety in the City right-of-way/easements; and
- 4.3.7** Developing punch list items when the work is substantially complete and interact with the public.

5. ONSITE INSPECTION SERVICES – WATER, RECYCLED WATER, AND SEWER PRE-TREATMENT

- 5.1** Potable Water, Recycled Water, Sewer Pre-treatment, and FOG on-site field inspection, construction management, and project management services as required including, but not limited to:
 - 5.1.1** Performing Hazard Assessments for Cross-Connection Control Program;
 - 5.1.2** Performing Cross-connection Testing;
 - 5.1.3** Performing Meter and Backflow Testing;
 - 5.1.4** Verification of compliance with City-approved plans, standard details, specifications and industry best practice;
 - 5.1.5** Verification of compliance with City backflow and cross-connection program requirements;
 - 5.1.6** Verification of compliance with City and regional onsite Recycled Water program requirements;
 - 5.1.7** Verification of compliance with City and regional onsite Pre-treatment and FOG program requirements.
 - 5.1.8** Verification of compliance with Building Code.
 - 5.1.9** Verification of compliance with NFPA Code relating to backflows, fire hydrants, and fire services and underground fire permits associate with the project.

**EXHIBIT B
SCHEDULE OF FEES**

1. RATES

- 1.1. Contractor will be compensated according to the rates set forth in Table B-1 below. Hourly rates include all costs that may be associated with providing the Services, including all overhead costs, travel, and office expenses.

Table B-1: Plan Review & Inspection Services (Water, Recycled Water & Sewer)

Position	Hourly Rate
Admin Assistant	\$90
Engineering Intern	\$135
Assistant Engineer	\$174
Associate Engineer	\$198
Structural Engineer	\$270
Associate Surveyor	\$210
Sr. Engineer	\$228
Sr. Land Surveyor	\$228
Sr. Structural Engineer	\$252
Principal Engineer	\$264
Sr. Principal Engineer	\$288
Two-Person Survey Crew	\$384
Assistant Project Manager	\$180
Project Manager	\$240
Sr. Project Manager	\$252
Office Engineer	\$180
Construction Inspector	\$168
Sr. Construction Inspector	\$186
Assistant Resident Engineer	\$198
Resident Engineer/Construction Mngr	\$240
Structural Representative	\$240
Sr. Construction Manager	\$315

- 1.2 City authorized overtime work will be charged at 150% of the applicable hourly rate.

2. ANNUAL RATE INCREASES

- 2.1. Contractor may request adjustments to the hourly rates by providing written notice to the City no less than sixty (60) days prior to the Agreement's term anniversary date. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI) for the applicable region.

3. INVOICE AND PAYMENT

- 3.1.** Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.
- 3.2.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara – Planning

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 *et seq.* requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et

seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

EXHIBIT E
RANKING OF DESIGN SERVICES FIRMS

Rank	Firm
1	CSG Consultants, Inc.
2	Bureau Veritas

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BUREAU VERITAS NORTH AMERICA, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bureau Veritas North America, 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. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Ranking of Design Services Agreements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2030.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform the services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. ASSIGNMENT OF WORK

- A. Contractor will provide the plan check review, field inspections and related services (Services) to the Department of Water & Sewer Utilities (W&S) as further described in Exhibit A.

- B. Contractor acknowledges that that Contractor is one of two firms selected to provide Services to W&S, pursuant to two separate agreements, (collectively, the "Design Services Agreements"). Subject to the terms and conditions of this Agreement, City will assign tasks starting with the highest ranked firm under contract, as listed in Exhibit E. If assignment of individual tasks cannot be achieved with the highest ranked firm, the City will end efforts to assign those tasks to the highest ranked firm and will begin task assignment discussions with the next highest ranked firm under contract.
- C. Each assignment will be authorized in writing by the City and shall include the scope of work, deliverables, schedule, and either (ii) a not-to-exceed amount based on time and materials (T&M) using the hourly rates in Exhibit B or (ii) a lump sum amount, if applicable.
- D. The City has no obligation to assign any work under this Agreement.

7. COMPENSATION AND PAYMENT

- A. Maximum Compensation. The aggregate maximum compensation allowable for the Design Services Agreements is One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000), subject to budget appropriations. This amount represents the combined total of all assignments issued under the Design Services Agreements.
- B. Compensation per Assignment. 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" and the not-to-exceed amount authorized in each individual assignment. All work performed or materials provided in excess of the amount authorized in an individual assignment shall be at Contractor's expense. Contractor shall not be entitled to any payment above the amount authorized in an individual assignment under any circumstance.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

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

City of Santa Clara
Attention: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mdealbert@santaclaraca.gov

And to Contractor addressed as follows:
Bureau Veritas North America, Inc..
550 Pilgrim Drive
Foster City, CA 94404
and by e-mail at craig.baptista@bureauveritas.com

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

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), 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>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

Signatures on following page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

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

“CITY”

BUREAU VERITAS NORTH AMERICA, INC.
a Delaware corporation

Dated: _____

By (Signature): _____

Name: Craig Baptista

Title: Vice President – West, Plan Check & Inspection

Principal Place of
Business Address: 180 Promenade Circle, Ste 150

Email Address: Craig.baptista@bureauveritas.com

Telephone: 858-863-2000

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.

1. GENERAL SERVICES

- 1.1** Contractor shall provide Plan Check Review, Construction Support, Field Inspections, Field Markings, Construction Management, Project Close-out and Related Contractor Services collectively referred to as “Services” on an as-needed basis.
- 1.2** Contractor shall provide qualified and licensed personnel, along with necessary equipment and materials to perform the Services.
- 1.3** Contractor shall communicate and coordinate with the City team and report to the designated City representative(s).
- 1.4** Contractor shall meet with City, other third-party consultant(s), developers, and their design consultants.
- 1.5** Contractor shall review utility plans, specifications, construction submittals, calculations, reports and technical memos specific to the service areas below.
- 1.6** Contractor shall review plan revisions as they are submitted to the City for approval during design and/or construction, and provide plan check review comments, recommendations, and action item summaries.
- 1.7** Contractor shall inspect public and private improvements specific to the service areas below.
- 1.8** Inspector shall perform standard utility inspections including but not limited to material inspection, installation of transmission and distribution pipelines, sewer collection pipelines, services, appurtenances, fire hydrants, air-vacuums, blow-offs, laterals, pipeline pressure testing, backflows, meters, meter sizing calculations, cross-connection testing, on-site recycled water plumbing and onsite FOG facilities.
- 1.9** Contractor shall provide construction management and project management as required.
- 1.10** Contractor shall perform compliance program related inspections as required.

2. OFFSITE PLAN REVIEW SERVICES – WATER, REYCLCED WATER AND SEWER

- 2.1** Contractor shall review permit plans, utility plans, specifications, construction submittals, calculations, reports and technical memos and associated documents to determine compliance with City of Santa Clara Water & Sewer Utilities Department Rules & Regulations, standard specifications, design criteria, City standard details and other applicable local and regional codes, regulations,

Design Professional Agreement with Bureau Veritas North America, Inc.

ordinances, standards, and statutes (collectively referred to as Standards & Regulations).

- 2.2** Contractor shall review permit plans/utility plans to ensure efficient use of the public right-of-way and utility easements, sound constructability, and construction and utility industry best practices. Contractor shall provide plan check review comments, recommendations, and an action items summary.
- 2.3** Contractor shall review all plans for water and recycled water distribution and transmission systems including composite utility plans, demolition plans, plan and profile sheets, utility and construction details. The review shall include all applicable design details of the utility system including, but not limited to, the size, material and alignment of water and recycled water mains; the location and type of valves; the location of fire hydrants, air release valves, domestic water, recycled water, fire water, industrial water, dual-plumbing and irrigation services; meter sizing; meters and backflows and other related facilities and appurtenances per W&S standards.
- 2.4** Contractor shall review all plans for sanitary sewer collection systems including composite utility plans, demolition plans, plan and profile sheets, utility and construction details. The review shall include all applicable design details of the utility system including but not limited to the size, material and alignment of sanitary sewer pipe; the location and type of manholes; the location of sanitary sewer cleanouts, sanitary sewer laterals; and other related facilities and appurtenances per W&S Standards and Department of Public Works standards.
- 2.5** Contractor shall review and provide comments and recommendations for onsite plumbing plan and FOG facility (e.g. grease traps, etc.) specifications to ensure compliance with building code, regional pre-treatment program, City Standards and industry best practices.
- 2.6** Contractor shall review all plan revisions as they are submitted to the City for approval, including during construction.
- 2.7** Contractor shall provide written comments and recommendations for compliance with Standards and Regulations and industry best practices. Contractor shall also provide comprehensive plan review annotations (e.g. redlines) that proactively anticipate potential issues to avoid unexpected project delays.
- 2.8** Contractor shall employ a streamlined review process.
- 2.9** Contractor shall designate personnel to be available by telephone and/or e-mail to respond to questions from applicants, developers, City staff, the general public, and others as assigned by the City.
- 2.10** Contractor shall maintain a review log of plan review assignments, including the permit number, project designation, description of review, and basis for compensation for each assignment.

Contractor shall establish a schedule to communicate status of permits and review issues with City staff and other parties on a weekly basis, or as otherwise requested by City staff.

3. OFFSITE INSPECTION SERVICES – WATER, RECYCLED WATER, AND SEWER

- 3.1** Contractor shall provide underground utility locating and marking services in coordination with Underground Service Alert (commonly referred to as “USA North”), including responding to USA North ticket requests for underground utility location, reviewing City utility maps to determine any conflict between proposed excavation and City facilities, and locating and marking City-owned subsurface utilities in the field when needed in response to tickets.
- 3.2** Contractor shall provide public water and recycled water inspection services during the course of construction to enforce compliance with the conditions of approval, W&S Standards, and Division of Drinking Water standards, and the approved plans for which the City issued a permit.
- 3.3** Contractor shall provide Water, Recycled Water, and Sewer field inspection and construction management services as required including, but not limited to:
 - 3.3.1** Material inspection, installation of transmission and distribution pipelines, sewer collection pipelines, services, appurtenances, fire hydrants, air-vacuums, blow-offs, laterals, pipeline pressure testing, backflows, and meters.
 - 3.3.2** Verification of the Contractor's compliance with the City Water/Recycled Water/Sewer approved plans and standard details and specifications;
 - 3.3.3** Ensuring the quality of work (via materials testing or other means as necessary) meets City and Industry Standards;
 - 3.3.4** Coordinating with City departments, other public agencies, and various utilities to coordinate reviews, design modifications, permitting, construction and inspection of improvements;
 - 3.3.5** Maintaining daily reports of work done, Contractor's staff, equipment, weather, etc.;
 - 3.3.6** Monitoring construction impacts and construction operations safety in the City right-of-way/easements; and
 - 3.3.7** Developing punch list items when the work is substantially complete and interact with the public.

EXHIBIT B
SCHEDULE OF FEES

1. RATES

- 1.1. Contractor will be compensated according to the rates set forth in Table B-1 below. Hourly rates include all costs that may be associated with providing the Services, including all overhead costs, office expenses, and travel, except for as described in Section 1.2 below.

Table B-1: Offsite Plan Review and Inspection Services (Water, Recycled Water, and Sewer)

Offsite Plan Review Services	
Position	Hourly Rate
Project Manager	\$165
Sr. Civil Engineer	\$185
Structural Engineer	\$170
Civil Engineer	\$165
Associate Engineer	\$145
Engineer Technician	\$115
Administrative/Clerical	\$75
Offsite Inspection Services	
Project Manager	\$165
Civil Engineer	\$175
Sr. Construction Inspector	\$150
Construction Inspector	\$135

- 1.2 Mileage associated with inspection services to be invoiced at the IRS limits current at the time services were provided.
- 1.3 City authorized overtime work will be charged at 150% of the applicable hourly rate.
- 1.4 Expedited Services provided upon the request and authorization of the City will be charged at 150% of the applicable hourly rate.

2. ANNUAL RATE INCREASES

- 2.1. Contractor may request adjustments to the hourly rates by providing written notice to the City no less than sixty (60) days prior to the Agreement's term anniversary date. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI) from the Engineering News Record (ENR).
- 2.2.

3. INVOICE AND PAYMENT

- 3.1.** Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.
- 3.2.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara – Planning

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 *et seq.* requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et

seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

EXHIBIT E
RANKING OF DESIGN SERVICES FIRMS

Rank	Firm
1	CSG Consultants, Inc.
2	Bureau Veritas



Agenda Report

25-89

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Execute a First Amendment to the Agreement for the Purchase and Sale of Property with Feather River Land Trust for the Loyalton Property to Extend Escrow

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara (City) owns and maintains approximately 10,270 rural acres of undeveloped land (Property or Loyalton Property) in Lassen and Sierra Counties near the California-Nevada border. More specifically, the Property is located in northeastern California, about 30 miles north of Truckee, CA, 110 miles northeast of Sacramento, CA, and about 20 miles northwest of Reno, NV. The Property is commonly referred to as the Loyalton Ranch Property.

On July 9, 2024, the City Council authorized the City Manager to execute a Purchase and Sale Agreement (Agreement) with Feather River Land Trust (Trust) for the Loyalton Property in the amount of \$6 million and on the terms presented and to take any necessary actions to implement and administer the Agreement, including execution of a grant deed and an assignment agreement.

DISCUSSION

The City and the Trust executed an Agreement for Purchase and Sale of Property dated July 18, 2024 ("Agreement"), for the Trust's purchase of the Loyalton Property from the City. The Agreement has a closing date 10 months after the agreement execution date. As authorized under the agreement, the City and Trust agreed to extend the term by another 120 days until September 16, 2025, to allow the Trust to obtain approvals from the California Department of Fish and Wildlife (CDFW), which is providing funding for this purchase. Throughout this period, the Trust has been working with CDFW and requested that the City extend the closing date by another five (5) months in order to accommodate the Wildlife Conservation Board, which will likely vote on the funding at its November 20, 2025, meeting. This approval is critical as the CDFW will provide the majority of the funding for the purchase.

As the Trust has been taking necessary actions to complete this purchase, staff recommend that the City Council authorize the City Manager to negotiate and execute the First Amendment to the Purchase and Sale of Property Agreement in order to extend the closing date to February 16, 2026, or such other date mutually agreeable to the City and the Trust in order to accommodate the CDFW's approval process.

ENVIRONMENTAL REVIEW

The City Council has already determined that the purchase and sale of the Loyalton Property is exempt from the California Environmental Quality Act ("CEQA") on July 9, 2024 (RTC 24-640). Therefore, no further environmental review is required.

FISCAL IMPACT

There is no fiscal impact to extending the closing date. Funding for the closing costs related to the sale is available in the Electric Utility Fund, and the sale proceeds will be incorporated into the SVP budget upon finalization of sale.

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

Delegate authority to the City Manager or designee to execute a First Amendment to the Agreement for the Purchase and Sale of Property with Feather River Land Trust for the Loyalton Property extending the Closing Date until February 16, 2026, to allow for the approval and implementation of the necessary state agency financing, subject to the review and approval as to form by the City Attorney, and to allow the City Manager to extend the Closing Date another six months so long as the City Manager determines that the Trust continues to proceed in good faith to obtain the necessary approvals for state financing.

Reviewed by: Nico Procos, Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Agreement for Purchase and Sale of Property
2. Proposed First Amendment to Agreement for Purchase and Sale of Property

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

SELLER:

CITY OF SANTA CLARA

and

BUYER:

FEATHER RIVER LAND TRUST

PROPERTY: Loyalton Ranch

ADDRESS: 407 Dutchman Road, Chilcoat, CA

EXECUTION DATE: July 18, 2024

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

This Agreement for Purchase and Sale of Property (this "**Agreement**") is executed by and between Seller, as identified in the Key Terms (as set forth below), and Buyer, as identified in the Key Terms as of the Execution Date (as defined in the Defined Terms Below). Buyer and Seller hereby agree that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the Purchase Price set forth in the Key Terms, the Property, as defined in the Defined Terms.

ARTICLE I.

KEY TERMS

The following "**Key Terms**" shall apply to this Agreement:

- 1.1 **"Seller":** City of Santa Clara, a chartered California municipal corporation
- "Seller's Contact Person":** MANUEL PINEDA, P.E., Chief Electric Utility Officer

"Seller's Notice Address":

City Manager's Office
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager
manager@santaclaraca.gov

With copies to:

City Attorney's Office
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Glen R. Googins
CityAttorney@santaclaraca.gov

- 1.2 **"Buyer"**: Feather River Land Trust
- "Specify Buyer Entity Type"**: California Nonprofit Public Benefit Corporation
- "Buyer's Contact Person"**: Shelton Douthitt

"Buyer's Notice Address":

75 Court Street, Quincy, CA 95971
sdouthit@frlt.org

With copy by email only to:

Conservation Partners LLP
5111 Telegraph Ave. #311
Oakland, CA 94609
echauvet@conservationpartners.com

- 1.3 **"Purchase Price": SIX MILLION DOLLARS (\$6,000,000.00)**
- 1.4 **"Deposit":** A deposit in an amount equal to **One Hundred Thousand Dollars (\$100,000.00)** shall be required to be delivered to Escrow Agent by wire transfer no later than five (5) Business Days after the Execution Date. The Deposit will be non-refundable, except upon a default by Seller or as set forth in Section 3.2, Section 3.3, Article IV, and Article VI of this Agreement.
- 1.5 **"Closing Date": Ten (10) Months after the Execution Date**, or such earlier date as Buyer may elect in its sole discretion by delivering written notice to Seller, provided that the Closing Date shall not be earlier than five (5) Business Days after expiration of the Diligence Period, or such later date as provided under Articles VI and VII below.
- 1.6 **"County":** Collectively, Sierra County and Lassen County located in the State.
- 1.7 **"State":** California.

ARTICLE II.

DEFINED TERMS

- 2.1 **Definitions.** The following **"Defined Terms"** shall have the following meanings when used in this Agreement:
 - (a) **"Agreement":** This Agreement for Purchase and Sale of Property executed by both Seller and Buyer.
 - (b) **"Bid Package":** All documentation and information provided to or otherwise made available to Buyer at least two (2) Business Days prior to execution of this Agreement, by Seller, by Seller's agent or on the Seller's website related to the Property.

- (c) **"Business Day"**: Any day, other than a Saturday, Sunday or legal holiday, on which business is conducted by national banking institutions in San Francisco, California.
- (d) **"Claims"**: Any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, orders, curtailments, interest, liabilities, penalties, fines, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, response costs and/or damages, of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.
- (e) **"Closing"**: The closing of the transaction contemplated by this Agreement.
- (f) **"Deed"**: The grant deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation in the County.
- (g) **"Diligence Period"**: The period commencing the Execution Date and ending ninety (90) days after the Execution Date or as extended under Section 3.2 below or as extended by Buyer and Seller through mutual agreement in writing.
- (h) **"Escrow Agent"**: First American Title Company. 333 W Santa Clara Street, Suite 220, San Jose, CA 95113 – Escrow number 1210030.
- (i) **"Event"**: Any fire or other casualty affecting the Property or any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property.
- (j) **"Execution Date"**: The date set forth on the cover page of this Agreement, which date shall be the later of the date Buyer and Seller have each executed this Agreement.
- (k) **"Hazardous Materials"**: Any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term **"Hazardous Materials"** includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous

substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

- (l) **"Hazardous Materials Laws"**: all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 United States Code section 9601, et seq.), the Resource Conservation and Recovery Act, (42 United States Code section 6901, et seq.), and the Clean Water Act, (33 United States Code section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the California Hazardous Waste Control Act, (California Health & Safety Code §§25100 et seq.), California Hazardous Substance Account Act California Health & Safety Code §§25300 et seq.), the California Safe Drinking Water and Toxic Enforcement Act (California Health & Safety Code §§25249 et seq.); the California Hazardous Waste Management Act (California Health & Safety Code ; the Porter-Cologne Water Quality Control Act (California Health and Safety Code §§ 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code §§ 25249.5 et seq., and Title 22 of the California Code of Regulations, all as amended to the date hereof.
- (m) **"Hazardous Materials Reports"**: Any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Land.
- (n) **"Intangible Property"**: The Permits and any other personal property of worth that is not physical in nature that is owned by Seller and that relates to or involves the Real Property, including, without limitation intellectual property or goodwill.
- (o) **"Land"**: Fee title to the parcel of real property, as more particularly described on the attached **Exhibit A**. If the legal description is not complete or is inaccurate, this Agreement shall not be invalid provided the identity of the Property can otherwise be determined from this Agreement, in which event the legal description shall be completed or

corrected after the Execution Date to meet legal requirements as mutually agreed by the parties, such agreement not to be unreasonably withheld.

- (p) **"Permits"**: Any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.
- (q) **"Personal Property"**: All tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. The term **"Personal Property"** does not include insurance policies, utility deposits or bank accounts.
- (r) **"Pre-Existing Insurance Claims"**: Any insurance claims made or to be made by Seller for any Event occurring prior to the Execution Date relating to the Property.
- (s) **"Proceeds"**: Any insurance proceeds or condemnation awards payable to Seller on account of any Event.
- (t) **"Proceeds from Pre-Existing Insurance Claims"**: Any proceeds resulting from any Pre-Existing Insurance Claims, regardless of whether such proceeds are received prior to or after Closing.
- (u) **"Property"**: Collectively, the Real Property, the Personal Property and the Intangible Property.
- (v) **"Property Information"**: All documents and other information set forth in **Exhibit E**, incorporated by this reference.
- (w) **"Prorations Date"**: The day prior to the Closing Date.
- (x) **"Real Property"**: The Land, together with Seller's interest in the buildings and other improvements and fixtures located thereon or attached thereto, together with Seller's interest in all rights of ways, streets, alleys, air rights, developments, water rights, riparian rights and to water stock, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.
- (y) **"Title Commitment"**: The commitment for issuance of an owner's title insurance policy issued by the Title Company in favor of Buyer in the full amount of the Purchase Price.
- (z) **"Title Company"**: First American Title Company at the office selected by the Escrow Agent.
- (aa) **"Title Policy"**: A CLTA (2022 Form) or an ALTA extended (2016 or 2021 form) Owner's Title Insurance Policy, insuring Buyer in the amount of the Purchase Price, subject only to the Acceptable Encumbrances.

(bb) **"Title Report"**: A preliminary title report for the Property prepared by the Title Company.

- 2.2 **Other Defined Terms.** Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein.

ARTICLE III.

CONDITION

- 3.1 Information Regarding Property. Prior to the execution of this Agreement, Seller provided the Bid Package to Buyer. Within ten (10) Business Days after the Execution Date, Seller will provide the Property Information to Buyer. All information pertaining to the Property that has been or may be provided by Seller to Buyer, including without limitation, the Bid Package and the Property Information is provided simply as an accommodation to Buyer, and except as otherwise provided in this Agreement or in any documents delivered by Seller pursuant to Section 7.3, Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents and information were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.
- 3.2 Diligence Period. Buyer's obligation to purchase the Property is conditioned upon Buyer's review and approval, prior to the expiration of the Diligence Period and in Buyer's sole discretion, of all matters pertaining to the physical, structural, electrical, mechanical, soil, drainage, environmental, economic, tenancy, zoning, land use and other governmental compliance matters and conditions respecting the Property, including without limitation the items include in the Bid Package and Property Information. If the Title Company fails to deliver a complete Title Report with all Underlying Documents (defined below) within ten (10) days after the Execution Date as required under Section 6.1, or Seller fails to provide the Property Information within ten (10) Business Days as provided in Section 3.1, then the Diligence Period will be extended for each day of applicable delay. In addition, if the Buyer's phase I environmental site assessment recommends a phase II environmental site assessment, then, as to Buyer's environmental review of the Property only, the Diligence Period will be extended until the date that is five (5) Business Days after (i) the phase II environmental site assessment is complete or (ii) Seller refuses invasive testing, as set forth in Section 3.3.

If, prior to the expiration of the Diligence Period (as it may be extended in whole or in part), based upon Buyer's review, examination and/or inspection of the Property, Buyer determines in its sole and absolute discretion that it no longer intends to acquire the Property, then Buyer shall promptly notify Seller of such determination in writing, whereupon this Agreement, and the obligations of the parties to purchase and sell the Property hereunder, shall terminate. If, however, on

or before the expiration of the Diligence Period, Buyer determines that the foregoing matters are acceptable to Buyer and that it intends to proceed with the acquisition of the Property, then Buyer shall promptly notify Seller of such determination in writing ("**Approval Notice**"). If Buyer fails to deliver the Approval Notice to Seller on or before the expiration of the Diligence Period, Buyer shall be deemed to have disapproved of all of the foregoing matters, this Agreement and the obligations of the parties hereunder shall terminate, and Escrow Agent shall promptly release the Deposit and interest accrued thereon to Buyer.

- 3.3 Access. Until the Closing Date, provided this Agreement is not earlier terminated as permitted herein, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times, but only for the purpose of conducting tests and making site inspections and investigations pursuant to a separate License Agreement ("**License Agreement**") Granting Right of Entry To and Allowing Access On Certain Real Property between Seller and Buyer. In any entry, Buyer agrees (a) that no invasive testing may be conducted without Seller's prior consent, which may be withheld by Seller in its sole discretion, (b) not to cause any damage or make any physical changes to the Property, and (c) not to interfere with the rights of tenants or others who may have a legal right to use or occupy the Property; provided, however, if Buyer determines that invasive testing is necessary and Seller does not consent to such testing, then, even if the Diligence Period has ended without Buyer's termination of this Agreement, the Buyer will have the right to terminate this Agreement, in which case the Deposit will be returned to Buyer, and thereupon neither party will have any further obligations under this Agreement except those expressly stated to survive. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing. Buyer and Buyer's agents and contractors shall maintain (or cause to be maintained) at all times during their entry upon the Property, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury, death and property damage insurance per occurrence with proper endorsements naming Seller as an additional insured. At Seller's request, Buyer, Buyer's agents and contractors shall each deliver a certificate issued by the insurance carrier of each such policy to Seller evidencing the endorsements naming Seller as an additional insured prior to entry upon the Property. If this Section 3.3 conflicts with the terms of the License Agreement, the terms of this Section 3.3 will control.
- 3.4 Indemnification. Buyer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its governing body, its officers, and its employees from and against any and all Claims to the extent resulting from, arising from, or occasioned in whole or in part by any act or omission by Buyer, its agents, contractors, employees, representatives or invitees resulting from Buyer's inspection, examination and inquiry of or on the Property (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property), except to the extent resulting from, arising from, or occasioned in whole

or in part by any negligence or willful misconduct of Seller, its board members, officers and/or employees. If this Section 3.4 conflicts with the terms of the License Agreement, the terms of this Section 3.4 will control. The provisions of this Section shall survive Closing or termination of this Agreement.

3.5 Buyer's Obligations with Respect to Inspections. If following Seller's prior written approval, Buyer or its agents, employees or contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Promptly after Buyer's physical examinations of the Property, but in no event later than ten (10) Business Days after the damage occurs, Buyer shall repair the damage, if any, caused by such physical examinations. Buyer shall promptly pay for all inspections and shall not suffer or permit the filing of any liens arising from such inspections against the Property. If any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities contained in Section 3.4 and the repair obligations set forth in this Section 3.5. If this Section 3.5 conflicts with the terms of the License Agreement, the terms of this Section 3.5 will control. The provisions of this Section shall survive termination of this Agreement.

3.6 Condition of the Property. Buyer hereby acknowledges that prior to the expiration of the Diligence Period Seller is obligated to have provided Buyer sufficient opportunity make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement. Any inspections conducted by Buyer after the expiration of the Diligence Period do not and shall not in any way relieve Buyer of any of its obligations under this Agreement, and the following provisions shall survive Closing:

- (a) Based upon Buyer's familiarity with, and due diligence relating to the Property and pertinent knowledge as to the market in which the Property is situated and in direct consideration of Seller's decision to sell the Property to Buyer for the Purchase Price, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement and the Deed and the other documents to be delivered pursuant to Section 7.3: (i) Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same, except as expressly provided in this Agreement; (iii) by electing to proceed to Closing, Buyer undertook all such inspections and investigations of the Property as Buyer deems necessary or appropriate

with respect to the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to any materials, any marketing information, or offering memoranda, or pamphlets listing or describing the property, or other data provided by Seller or others on behalf of Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or quality or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; (v) prior to the Execution Date, Buyer had full access to the Bid Package and thoroughly reviewed or had a reasonable opportunity to review this Agreement and the contents of the Bid Package and freely consulted with persons of Buyer's own choosing regarding the terms and conditions of this Agreement and the Bid Package, including but not limited to consultation with legal counsel of its own choosing; and (vi) by reason of all the foregoing, Buyer is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

- (b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED, AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE LAND OR THE PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3.

- (c) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THE DEED, BUYER WILL HAVE ACKNOWLEDGED THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND OF SUCH HAZARDOUS MATERIALS.
- (d) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BUYER HEREBY IRREVOCABLY RELEASES SELLER GOVERNING BOARD MEMBERS, ITS OFFICERS, AND ITS EMPLOYEES FROM THE SAME.
- (e) Other than as expressly set forth in this Agreement, in the Deed and in the other documents to be delivered by Seller pursuant to Section 7.3, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the Property, including, without limitation, (a) the physical condition of the Property (including the presence or absence of Hazardous Materials), zoning, set-back and other ordinances, codes, regulations, rules, requirements and orders affecting occupancy or operation of the Property, plans, specifications, any affordable housing restrictions or requirements, costs or other estimates, projections, including income and expense projections concerning the same, and (b) the Property's compliance with Hazardous Materials Laws. Buyer specifically waives and releases Seller and its respective successors, assigns, governing board members, representatives, employees, agents, adjustors, accountants, officers, officials, and attorneys from (1) all warranties, express, implied, statutory or otherwise (including warranties of merchantability and warranties of fitness for use or acceptability for the purpose intended by Buyer) with respect to the Property or its condition or the prospects, operations or results of operations of the Property except with respect to the express representations and warranties contained in the Agreement, the Deed and the other documents to be delivered pursuant to Section 7.3, and (2) except with respect to Claims arising out of Seller's breach of any representation, warranty, covenant or agreement in this

Agreement, the Deed, any other documents delivered by Seller pursuant to Section 7.3 and any other Agreement provisions that expressly survive the Closing, all Claims that Buyer would have against Seller.

- 3.7 In connection with this Section 3.7, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. OR RELEASED PARTY."

Thus, notwithstanding the provisions of Section 1542 or of any similar statute, and for the purpose of implementing a full and complete release, Buyer expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which are known and all Claims which Buyer does not know or suspect to exist in Buyer's favor at the time of execution of this Agreement and that this Agreement contemplates the extinguishment of all such Claims provided, however, that the foregoing release does not apply to, and Buyer does not waive or release Claims arising out of Seller's breach of any representation, warranty, covenant or agreement in this Agreement, the Deed, any other documents delivered by Seller pursuant to Section 7.3 and any other Agreement provisions that expressly survive the Closing or Seller's fraud or willful misconduct (as provided in Section 13.16(e) below).

Initials of Buyer:

CP

ARTICLE IV.

CONDITIONS FOR CLOSING

- 4.1 [INTENTIONALLY OMITTED].

- 4.2 Buyer's Conditions. The obligation of Buyer to purchase the Property from Seller, and to perform the obligations required to be performed by Buyer at the Closing, are subject to each of the following conditions precedent ("**Buyer's Conditions**"):

- (a) Closing Documents. Seller shall have tendered at Closing all closing documents to which Seller is a party.
- (b) Compliance with Agreement. Seller shall have performed and complied in all material respects with its obligations under this Agreement.
- (c) Representations and Warranties. All of Seller's representations and warranties under Sections 9.2 are true and correct in all material respects as of Closing.

(d) Title Policy. The Title Company shall have irrevocably committed to issue, but for payment of premium (other than premium or other cost to be paid by the Seller pursuant to this Agreement), the Title Policy.

(e) Appraisal.

(1) Within ten (10) days after the Execution Date, Buyer will select a private state-licensed appraiser who is acceptable to Seller and Buyer's public funding partner(s) ("**Funder**"). Buyer shall hire, instruct, and pay the appraiser to prepare a full narrative report appraisal ("**Appraisal**") setting forth the appraiser's conclusions with respect to the Property's market value naming Seller, Buyer, and each Funder as intended users. Buyer shall promptly provide Seller with a copy of the Appraisal.

(2) Buyer will have thirty (30) Business Days to review the Appraisal. If the Appraisal determines the fair market value of the Property is less than the Purchase Price, Buyer shall have the right to terminate this Agreement by providing written notice to Seller and Escrow Agent before the end the 30-Business-Day period, in which case Escrow Agent will return the Deposit, less any escrow cancellation fees, and neither party will have any obligation to the other except those provisions expressly stated to survive termination. If Buyer fails to notify Seller of its election to terminate within that period, then Buyer will be deemed to have approved the Appraisal and the valuation of the Property therein.

(3) In addition, Buyer may elect to terminate this Agreement if the Appraisal (and any updates thereto) are not approved by the Funder. In this situation, the Deposit shall be returned to Buyer less any escrow cancellation fees, and the Parties shall have no further obligation to each other under this Agreement, except those expressly stated to survive.

(4) If, after the Appraisal is prepared, the Funder require a new or updated appraisal of the Property, the procedures and provisions in this subsection (e) shall be repeated.

(f) Funding. On or before the Closing, Funder shall have deposited with Escrow Agent funds for Buyer's use in amount sufficient for Buyer to acquire the Property under the terms of this Agreement.

4.3 Effect of Non-Satisfaction of a Condition. If any condition set forth in Section 4.2 is not satisfied or waived by Buyer on or before the Closing Date, Buyer may, in its sole and absolute discretion, terminate this Agreement by notice to the Seller. If this Agreement is terminated pursuant to this Article IV, notwithstanding any other provision of this Agreement, all Buyer documents and funds, including the Deposit

and any interest thereon, shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive the termination of this Agreement and the payment of any escrow and title cancellation fees which shall be borne equally by Buyer and Seller.

ARTICLE V.

TERMS OF PAYMENT; CLOSING ADJUSTMENTS

5.1 Payment of Purchase Price. The Purchase Price shall be paid as follows:

- (a) Credit for Deposit. If Buyer fails to deliver the Deposit as and when required by this Agreement, Seller, at Seller's sole discretion, may terminate this Agreement by providing notice to Buyer of such termination and, thereafter, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder. The Deposit is consideration for the rights granted to Buyer to purchase the Property and shall be non-refundable except as otherwise provided herein. If and only to the extent Buyer in its sole discretion and dealing entirely with the Escrow Agent (it being acknowledged by Buyer that Seller shall have no responsibility or liability in connection therewith) supplies Buyer's Taxpayer Identification Number to the Escrow Agent and executes all necessary forms required by the Escrow Agent, the Deposit shall be held in an interest bearing account with a financial institution selected by the Escrow Agent. Any accrued interest shall become a part of the Deposit to be applied or disposed of in the same manner as the Deposit. At Closing Buyer shall receive a credit against the Purchase Price in the amount of the Deposit (less any accrued interest thereon) and the Deposit (less any accrued interest thereon) shall be delivered to Seller. Any accrued interest on the Deposit shall be delivered upon Closing by the Escrow Agent to Buyer as Buyer may reasonably direct. Upon execution of this Agreement and payment of the Deposit, the Deposit shall become immediately non-refundable to Buyer unless this Agreement is terminated (A) due to a default by Seller; or (B) as a result of the failure of a condition to Closing benefiting Buyer including under Section 3.2, Section 3.3, Article IV, and Article VI.
- (b) Payment at Closing. The balance of the Purchase Price, subject to the prorations and adjustments for which provision is herein made, shall be paid by Buyer to the Escrow Agent by wire transfer to Escrow Agent's account at the time of Closing, and the Escrow Agent shall immediately upon Closing disburse such funds pursuant to the final Closing Statement. Wired funds must be received in the Escrow Agent's account prior to 12:00 p.m. Pacific Standard Time on the Closing Date for Seller to receive the benefit of such funds. Accordingly, if funds are received after 12:00 p.m. Pacific Standard Time on any day, they shall not be deemed received

until the following Business Day. Subject to the provisions of Section 7.2, if the Escrow Agent does not receive the funds within three (3) Business Days after the Closing Date, then either party may elect to terminate this Agreement, in which case, Buyer shall forfeit the Deposit to Seller and neither party will have any further obligations to the other party under this Agreement.

- 5.2 Prorations; Adjustments; Closing Costs. The following adjustments and prorations shall be computed as of the Prorations Date. All costs and expenses of the Property with respect to the period on and prior to the Prorations Date shall be charged to Seller. All costs and expenses of the Property with respect to the period after the Prorations Date shall be charged to Buyer. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date.
- 5.3 Costs and Expenses. Except as expressly set forth in this Agreement, Closing and Escrow costs shall be allocated between Buyer and Seller in accordance with the custom of Sierra County; Seller will pay for Buyer's CLTA Title Policy; if Buyer elects ALTA extended coverage, then Buyer will pay for the incremental increased cost for the ALTA extended coverage Title Policy. Buyer shall be fully responsible for (1) any surveys; (2) any additional title reports and title policies beyond the Title Report and Title Policy, and (3) such other costs and expenses Buyer may incur to conduct its due diligence investigations. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive Closing.

ARTICLE VI.

TITLE

- 6.1 Title Report. Within fifteen (15) days of the Execution Date or such additional time as reasonable required by Seller, Seller shall cause Title Company to deliver to Buyer the Title Report together with copies of all written instruments creating the exceptions specified therein, referenced in the legal description, and plat maps plotting all easements specified therein (collectively, the "**Underlying Documents**") and a copy thereof to Seller.
- 6.2 Buyer's Review. Buyer shall review the Title Report, and Buyer shall have sixty (60) days from the Buyer's receipt of the Title Report and all Underlying Documents to give written notice regarding Buyer's approval or disapproval of the Title Report, including without limitation any exceptions. If Buyer timely and properly delivers written objection(s) to any items in the Title Report, then Seller shall notify Buyer in writing within three (3) Business Days after receipt of Buyer's notice of Buyer's title objections (but, in any event, prior to the Closing Date) whether Seller elects to remove, discharge or correct the same (and Seller's failure to respond in writing within such period shall be deemed an election by Seller not

to remove, discharge or correct Buyer's title objections), and Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and if necessary the Closing Date shall be extended on a day for day basis). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. Any attempt by Seller to remove other title exceptions (i.e., exceptions that Seller is not obligated to remove pursuant to the preceding sentence or otherwise in this Article VI) shall not impose an obligation upon Seller to remove such exceptions. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) Business Days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement, the Deposit, shall be returned to Buyer, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except such obligations of this Agreement which specifically survive termination. If Buyer fails to give written notice of objection(s) to Seller prior to completion of Closing, all matters reflected on the Title Commitment shall, except with respect to matters that are deemed objections of Buyer, be deemed acceptable encumbrances, this Agreement shall remain in full force and effect and Buyer shall, subject to satisfaction of the conditions set forth in Section 4.2 and further subject to Section 13.1, be obligated to complete the transaction as required by this Agreement. For the avoidance of doubt, Seller shall cause all mortgages, security agreements and deeds of trust encumbering the Property to be released of record not later than Closing.

ARTICLE VII.

ESCROW AND CLOSING

- 7.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.
- 7.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Escrow Agent prior to the Closing Date; provided, however, that pursuant to Section 6.2 Seller may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Seller

acknowledges that Buyer is seeking funding for the acquisition of the Property from the Funders. If before the Closing Date Buyer has received reasonable assurance of such funding, but additional time for is required to accommodate the Funder's final approval process and delivery of funds to the Escrow Agent, then by written notice to Seller not less than five (5) Business Days before the Closing Date, and Buyer may extend the Closing Date for a period not to exceed one hundred twenty (120) days to accommodate the Funder; provided however, Buyer shall increase the Deposit by an additional fifty thousand dollars (\$50,000). If Buyer has not obtained or otherwise secured funding by the extended Closing Date, Buyer or Seller may elect to terminate this Agreement, in which case Buyer shall forfeit the Deposit to Seller, and neither party will have any further obligations to the other party under this Agreement.

7.3 Seller's Deposit of Documents. At or before Closing, Seller shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

- (a) two (2) duplicate originals of the Deed duly executed and acknowledged in recordable form with respect to the Real Property, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller;
- (b) an executed Certificate of Non-Foreign Status;
- (c) an executed combined Buyer-Seller Closing Statement prepared by the Escrow Agent reflecting all financial aspects of the transaction ("**Closing Statement**");
- (d) a completed State of California Form 593-C;
- (e) Appropriate evidence of existence, good standing, qualification in California (if applicable), and authorization reasonably satisfactory to Buyer and satisfactory to the Title Company regarding the consummation of the transaction contemplated by this Agreement;
- (f) An executed and acknowledged Owners Affidavit, to the extent and in such form as the Title Company shall reasonably require in order for the Title Policy to be issued at Closing;
- (g) A GAP indemnity to the extent and in such form as the Title Company shall reasonably require in order to close on the Closing Date; and
- (h) An executed Seller Closing Certificate that all of Seller's warranties and representations remain true and correct in all material respects as of Closing in the form of **Exhibit D**.

- 7.4 Buyer's Deposit of Documents. At or before Closing, Buyer shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:
- (a) cash to close in the amount required by Section 5.1 hereof;
 - (b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;
 - (c) an executed Closing Statement;
 - (d) an executed Certificate of Buyer that all of Buyer's warranties and representations remain true in all material respects as of Closing in the form of **Exhibit C** hereto;
 - (e) evidence reasonably satisfactory to Seller and the Escrow Agent reflecting that all documents executed by Buyer at Closing were duly authorized and executed;
 - (f) if required by Escrow Agent, a Certificate of Good Standing from the Secretary of State in which Buyer is organized (if Buyer is a corporation, limited partnership or limited liability company);
 - (g) a completed Preliminary Change of Ownership form for each County; and
- 7.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.
- 7.6 Possession. Possession of the Property shall be surrendered to Buyer at Closing.

ARTICLE VIII.

ENVIRONMENTAL MATTERS

- 8.1 Release. Without limiting Section 3.6, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically and irrevocably releases the Seller, its governing board members, its officers, and its employees from any and all Claims relating to the presence on or under, or the

escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE SELLER AND OF BUYER'S RIGHT TO CAUSE ANY OF SELLER'S GOVERNING BOARD MEMBERS, OFFICERS, OR EMPLOYEES TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "CERCLA", "RCRA", AND "SARA" ACTS. The acknowledgments of Buyer and the release contained in this Section of this Agreement shall survive Closing or termination of this Agreement.

8.2 Indemnification. Without limiting the provisions of Section 3.4 and Section 3.7, effective as of the Closing, Buyer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its governing board members, its officers, and its employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses actually and reasonably incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. . The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 8.2 shall survive the termination of this Agreement.

8.3 Confidentiality of Hazardous Materials Reports. Unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall if requested

by Seller in writing promptly after receipt provide copies thereof to Seller; and (b) Buyer may disclose same to (i) its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential, (ii) as required by applicable law, (iii) in connection with litigation or other judicial proceedings; (iv) its attorneys, accountants and advisors; and (v) to any Funder and to Permitted Assignees (as defined in Article X below). Except as provided in the preceding sentence, unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall otherwise be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval not to be unreasonably withheld, delayed or conditioned. Buyer may disclose to anyone after the Closing. The provisions of this Section 8.3 shall survive the termination of this Agreement.

ARTICLE IX.

WARRANTIES AND REPRESENTATIONS AND COVENANTS

9.1 Buyer's Representations and Warranties. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is duly formed and in good standing under the laws of California and duly authorized to conduct business in the State, provided however, in the event that Buyer assigns this Agreement to an entity pursuant to the terms of Article X of this Agreement, any such entity shall be duly formed and in good standing under the laws of the state of its formation and qualified to transact business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive Closing.

9.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer:

- (a) Authorization. Seller is a duly organized chartered municipal corporation formed within and in good standing under the laws of the State of California. Seller has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Seller has been fully authorized by all requisite actions on the part of the Seller.
- (b) No Conflict. Seller is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

- (c) No Bankruptcy Proceedings. There are no assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy filed by Seller or pending against Seller.
 - (d) No Condemnation. Seller has not received any notice that any condemnation or eminent domain proceedings are pending or threatened against the Property.
- 9.3 Seller's Knowledge; Survival. For purposes of this Agreement, Seller's "knowledge" or words of similar import means the actual knowledge of MANUEL PINEDA, P.E. after reasonable and diligent inquiry and investigation. Seller represents and warrants that MANUEL PINEDA, P.E. is the person most knowledgeable about the Property and has access to information about the Property.
- 9.4 Limitations. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of covenants under this Agreement or of the representations and warranties set forth in Section 9.2 discovered by Buyer after Closing is subject to the following limitations:
 - (a) Filing of Claim. Any claim by Buyer against Seller for a breach of a covenant, representation or warranty must be asserted during the period of six months following the Closing and, any litigation related to such claim must be brought within twelve (12) months following the Closing.
 - (b) Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of before Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived all claims based on or resulting from the breach of any such representations, warranties or covenants. For purposes of this Agreement, Buyer's "knowledge" or words of similar import means the actual knowledge of Shelton Douthit without any independent investigation and does not include any imputed or constructive knowledge that may be attributed to such individual(s).
- 9.5 Aggregate Liability. Seller's aggregate liability to Buyer under this Agreement after Closing shall in no event exceed One Hundred Thousand Dollars (\$100,000).
- 9.6 INTENTIONALLY OMITTED.
- 9.7 Seller's Covenants. Seller covenants and agrees as follows until the Closing:
 - (a) Insurance. Seller shall cause to be maintained in force Seller's existing Property coverage insurance and commercial general liability insurance upon the Property in the amounts not less than such amounts as are, on the Execution Date, carried by Seller.

(b) Title. Seller shall not

- (1) further encumber the Property in any consensual manner without the prior written consent of Buyer.
- (2) cause or permit any mortgage, deed of trust, or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain any required consent;
- (3) sell, convey, assign, transfer, encumber, or otherwise dispose of the Property, or any part thereof or interest therein.
- (4) or apply for any variance, change or modification with respect to any zoning of the Property or use of the Property without Buyer's prior written consent.

ARTICLE X.

ASSIGNMENT

Buyer may assign this Agreement, in whole or in part, to the Washoe Tribe of Nevada and California and/or the State of California or any agency or subdivision thereof (each, a "**Permitted Assignee**") pursuant to Seller's form of consent to assignment substantially in the form attached as Exhibit F. Buyer may not otherwise, prior to the Closing, assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner, nor may any of Buyer's rights hereunder or any ownership interest in Buyer be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever. If Seller agrees to such an assignment, the assignment shall be made through the execution of Seller's form of consent to assignment substantially in the form attached as Exhibit F.

ARTICLE XI.

DEFAULT

- 11.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required, except as a result of any Seller default or failure of a condition, or if Seller fails to close the transaction contemplated hereby as a result of a material Buyer default, the Deposit shall be paid over to Seller as agreed as liquidated damages and not as a penalty, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the obligations which specifically survive termination. If subsequent to Closing, Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and

remedies provided herein, shall be entitled to any and all remedies available at law or in equity.

SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 11.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SELLER'S RIGHT TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND EXPENSES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.


Buyer


Seller

11.2 Seller's Default. Seller is in default of this Agreement before or at the Closing, Buyer may elect either

- (a) to terminate this Agreement, in which case the Deposit (including accrued interest) shall be returned to Buyer, and Seller shall pay all escrow cancellation fees, and thereafter neither Buyer nor Seller shall have any further liability hereunder; or
- (b) to seek specific performance of Seller's obligations hereunder.

11.3 Waiver of Other Remedies. Buyer expressly waives all other remedies, including suit for damages, provided that nothing herein precludes a claim against Seller after Closing for a breach of any representations and warranties, subject to the limitations of Section 9.4 hereof.

11.4 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive Closing, except as specifically set forth in this Agreement. The provisions of this Section shall survive Closing.

ARTICLE XII.

NO JOINT VENTURE

Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive Closing.

ARTICLE XIII.

MISCELLANEOUS

13.1 Risk of Loss.

- (a) Seller shall retain all rights with respect to any Pre-Existing Insurance Claims and any Proceeds from Pre-Existing Insurance Claims.
- (b) Seller agrees to give Buyer prompt notice of any Event occurring after the Execution Date and before the Closing Date.
- (c) If, on or after the Execution Date and prior to Closing, any Event shall occur, Buyer may not terminate this Agreement, Seller shall not be obligated to repair the Property, and Closing shall take place as provided herein.
- (d) Seller and Buyer each expressly waive the provisions of California Civil Code Section 1662 and hereby agree that the provisions of this Agreement shall govern the parties' obligations in the event of any damage or destruction to the Real Property or the taking of all or any part of the Real Property, as applicable.
- (e) The provisions of this Section shall survive Closing.

13.2 Independent Consideration. As additional consideration to Seller if this Agreement is terminated before the Closing, then Seller will receive \$100 from Buyer, which amount has been bargained for and agreed to as "Independent Consideration" for having entered into this Agreement and for having granted Buyer the exclusive right to purchase the Property as provided in this Agreement.

13.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean

"including, but not limited to." The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

- 13.4 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.
- 13.5 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive Closing.
- 13.6 Governing Law. The laws of the State of California (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

- 13.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, fees, and assurances reasonably necessary to consummate the transactions contemplated hereby.
- 13.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. Any notice given by a party's attorney shall be deemed notice given by such party. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by email and the sender receives no indication of failed delivery, on (i) the Business Day sent so long as such email notice is sent within business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on that Business Day (unless a different time period is provided here) or (ii) the next Business Day if sent after business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on the Business Day sent or sent on a day other than a Business Day, and in either case such email notice is followed by notice pursuant to provisions (a) or (c) of this Section or the party to whom such email notice is given acknowledges receipt; or (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: To the attention of the Seller's Contact Person in the Key Terms to the Seller's Notice Address in the Key Terms

TO BUYER: To the Buyer's Notice Address set forth in the Key Terms

- 13.9 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.
- 13.10 Recording. This Agreement shall not be recorded and Buyer agrees that recording shall constitutes a default by Buyer.
- 13.11 Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
- 13.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

13.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

13.14 INTENTIONALLY OMITTED.

13.15 Legal Counsel and Joint Authorship. Each of Buyer and Seller has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents which, under the terms of this Agreement, are to be executed and delivered by Seller or Buyer or both at Closing (the "**Closing Documents**") or waived its right to do so. Buyer hereby acknowledges that Seller's counsel is not representing the Buyer or any interests of Buyer in connection with this Agreement or any other matter and that, unless Buyer is represented by counsel, Buyer has made the informed decision to not consult with an attorney of Buyer's choice prior to the execution of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement or the Closing Documents, Buyer and Seller shall be conclusively deemed to be the joint authors of this Agreement and the Closing Documents and no provision of this Agreement or the Closing Documents shall be interpreted against Buyer or Seller by reason of authorship.

13.16 Limitation of Liability and Waiver.

- (a) BUYER AND SELLER EXPRESSLY AGREES THAT THE OBLIGATIONS AND LIABILITIES OF THE OTHER PARTY UNDER THIS AGREEMENT AND ANY DOCUMENTS REFERENCED HEREIN SHALL NOT CONSTITUTE PERSONAL OBLIGATIONS OF THE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, TRUSTEES, PARTNERS, MEMBERS, CERTIFICATE HOLDERS, OR OTHER PRINCIPALS OF THE PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, (i) SELLER'S LIABILITY, IF ANY, ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE PROPERTY SHALL BE LIMITED TO THE AMOUNT SET FORTH IN SECTION 9.5 ABOVE FOR THE RECOVERY OF ANY JUDGMENT AGAINST SELLER, AND SELLER SHALL NOT BE PERSONALLY LIABLE FOR ANY SUCH JUDGMENT OR DEFICIENCY AFTER EXECUTION THEREON; AND (ii) BUYER'S LIABILITY IS EXPRESSLY LIMITED AS SET FORTH IN SECTION 11.1 ABOVE.. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH SHALL APPLY EQUALLY AND INURE TO THE BENEFIT OF ALL OF EACH OF SELLER'S AND BUYER'S GOVERNING BOARD, MEMBERS, OFFICERS, AND EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION AND CLOSING.

- (b) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THAT TERM IS DEFINED IN THE DEFINED TERMS, AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OR QUALITY OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN CONDUCTING ITS INVESTIGATION AND/OR DUE DILIGENCE IN PREPARATION FOR THE PURCHASE OF THE PROPERTY, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN SECTIONS 9.5 AND 11.2 OF THIS AGREEMENT AND THIS SECTION.
- (c) UPON EXECUTION OF THIS AGREEMENT AND PAYMENT OF THE DEPOSIT, THEN BUYER SHALL NOT BE ENTITLED TO A RETURN OF THE DEPOSIT (AS DEFINED IN THE KEY TERMS) IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY SELLER AS RESULT OF BUYER'S BREACH OF THE TERMS OF THIS AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT.
- (d) ANY REFERENCE TO A RETURN OF THE DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR THE OBLIGATIONS EXPRESSLY STATED TO SURVIVE, WHICH SURVIVE TERMINATION OF THIS AGREEMENT. IF THE SALE TO BUYER CLOSES, THEN BUYER AND SELLER SHALL HAVE NO

FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS TO ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING.

- (e) EACH PARTY AGREES THAT THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS, EXCEPT WHERE SUCH PARTY'S OR OMISSIONS CONSTITUTE FRAUD OR WILLFUL MISCONDUCT, PROVIDED THAT IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE AMOUNT SET FORTH IN SECTION 9.5 ABOVE.
- (f) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:
 - (1) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING, WHICH CLAIMS SHALL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.2 OF THIS AGREEMENT;
 - (2) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;
 - (3) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO

ANY ORDINANCES AND ANY REPAIR COSTS
REQUIRED THEREUNDER;

- (4) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;
- (5) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR LISTING BROKER OR ANY STATEMENTS, ACTIONS OR CONDUCT OF SELLER'S AGENT OR LISTING BROKER; AND
- (6) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY OR INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY OR HAZARDOUS MATERIALS (AS DEFINED IN THIS AGREEMENT).

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS AGREED TO BY BUYER AND SELLER.

THE PROVISIONS OF THIS SECTION 13.16 SHALL SUPERSEDE ANY CONTRARY PROVISIONS IN OTHER SECTIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF PERMITTED.

SELLER'S INITIALS  / BUYER'S INITIALS  /

- 13.17 **Broker.** Seller represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement, other than to CBRE, INC. ("CBRE"). Seller shall pay a commission to CBRE at Closing pursuant to the terms of a separate written

agreement. Buyer represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller and Buyer hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party. The provisions of this Section 13.16 shall survive Closing or termination of this Agreement.

ARTICLE XIV.

ESCROW TERMS

The Escrow Agent shall hold the Deposit in escrow on the following terms and conditions:

- (a) The Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, in accordance with and subject to the terms and conditions of this Agreement.
- (b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent in accordance with Section 13.8 hereof, to the Contact Person and address set forth in the Defined Terms. Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with Section 13.8 of this Agreement.
- (c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Deposit has been commenced, the Escrow Agent shall, on demand of either party, deposit the Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent, except for the gross negligence or willful misconduct of Escrow Agent.
- (d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly

authorized to do so, or is otherwise acting or failing to act under this Section except in the case of the Escrow Agent's gross negligence or willful misconduct.

- (e) The terms and provisions of this Article shall create no right in any person or entity other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.
- (f) The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement.

ARTICLE XV.

OTHER DISCLOSURES

- 15.1 Radon. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller as to the presence of radon and that the Buyer has not relied on the Seller's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

ARTICLE XVI.

LITIGATION

- 16.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County of Santa Clara. The provisions of this Section shall survive Closing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Buyer and Seller have executed this Agreement as of the Execution Date.

SELLER:

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

Daniel Ballin
Daniel Ballin (Jul 10, 2024 17:43 PDT)

GLEN R. GOOGINS
City Attorney

ATTEST: Nora Pimentel
NORA PIMENTEL
City Clerk

Jovan Grogan
JOVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Date: 7/15/24

BUYER:

**FEATHER RIVER LAND TRUST,
A California Nonprofit Public Benefit Corporation**

By: Gary Pearce
Its: EXECUTIVE DIRECTOR

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of the Agreement and to acknowledge receipt of the Deposit of ONE HUNDRED THOUSAND DOLLARS (if in the form of a check, subject to clearance) from Buyer as the Deposit due thereunder.

First American Title Company

By: _____

Date: _____, 2024

EXHIBIT A

LEGAL DESCRIPTION

Real property in the Unincorporated Area in County of Sierra and Lassen, State of California, described as follows:

PARCEL 1:

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 16: THE EAST 1/2 OF THE SOUTHWEST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

SECTION 17: THE SOUTH 1/2.

EXCEPTING FROM THE SOUTHWEST 1/4 OF SECTION 17, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO JUANITA BEISEL, FORMERLY JUANITA MARCH, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 201, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 18: THE EAST 1/2 OF THE SOUTHEAST 1/4.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944 IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 19: THE EAST 1/2.

EXCEPTING FROM THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF SECTION 19, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 20: ALL.

EXCEPTING FROM THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 21: THE WEST 1/2 OF THE WEST 1/2; THE EAST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4.

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 28: THE NORTHWEST 1/4; THE WEST 1/2 OF THE NORTHEAST 1/4; AND THE EAST 1/2 OF THE SOUTHWEST 1/4.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO JUANITA BEISEL, FORMERLY JUANITA MARCH, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 201, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 29: THE WEST 1/2; THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE SOUTHEAST 1/4.

EXCEPTING FROM THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 30: THE EAST 1/2; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.

EXCEPTING FROM THE SOUTHEAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION , ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

ALSO EXCEPTING FROM THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 31: THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE EAST 1/2; THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; LOT 4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 32: LOTS 1, 2, 3, 4, 5, 6 AND 7; AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

EXCEPTING FROM LOTS 1, 2, 3, 4, 5, 6 AND 7 OF SECTION 32 ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 33: THE SOUTH 1/2.

PARCEL 2:

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 16: THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.

EXCEPTING THEREFROM ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA TO MARK J. RYAN AND CAMILLE RYAN, RECORDED MAY 09, 1960, IN BOOK 157 OF OFFICIAL RECORDS, AT PAGE 184, WHICH PATENT PROVIDES AS FOLLOWS: "THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS OF OTHER MINERALS FROM SAID LANDS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFORE, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCES CODE AND FURTHER RESERVING IN THE PEOPLE THE ABSOLUTE RIGHT TO FISH THEREUPON AS PROVIDED BY SECTION 25 OF ARTICLE I OF THE CONSTITUTION OF THE STATE OF CALIFORNIA."

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES, 60 FEET IN WIDTH, AS RESERVED IN THE DEED FROM FRANK C.

TROSI AND CAMILLE T. RYAN TO EDWARD L. HOOD, RECORDED MAY 19, 1977, IN BOOK 316 OF OFFICIAL RECORDS, AT PAGE 513.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR ROAD WAY AND UTILITY PURPOSES, 40 FEET IN WIDTH, AS CONTAIN IN THE DEED FROM BARRETT WILSON, ET AL, TO CAMILLE T. RYAN AND FRANK C. TROSI, RECORDED NOVEMBER 15, 1976, IN BOOK 308 OF OFFICIAL RECORDS, AT PAGE 657, AND IN THE DEED FROM ALFRED C. BERTOLINO, ET UX, TO CAMILLE T. RYAN AND FRANK C. TROSI, RECORDED NOVEMBER 15, 1976, IN BOOK 308 OF OFFICIAL RECORDS, AT PAGE 659.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH, FROM THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, SOUTHERLY THROUGH THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH, FROM THE WESTERLY TERMINUS OF THE EASEMENT RESERVED IN THE DEED RECORDED MAY 19, 1977, IN BOOK 316 OF OFFICIAL RECORDS, AT PAGE 513, WESTERLY TO THE EASEMENT DESCRIBED AS PARCEL 5 HEREIN.

APN/PARCEL ID(S): 147-040-002, 147-050-002, 147-050-003, 147-050-019, 147-050-020, 147-070-004, 147-070-005, 147-080-001, 147-080-003, 147-080-011, 147-080-014 and 147-080-015

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention:

MAIL TAX STATEMENT TO:

Attention:

(Space Above Line for Recorder's Use Only)

The undersigned grantor(s) declare(s):

Documentary transfer tax is: \$ _____

() Computed on full value of property conveyed, or

() Computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

GRANT DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, **CITY OF SANTA CLARA ("Grantor")**, a chartered California municipal corporation, hereby grants to **[INSERT GRANTEE]**, all of that certain real property more particularly described in Schedule 1 attached hereto and incorporated herein by this reference, together with any and all tenements, hereditaments, easements, rights-of-way, appurtenances, development rights or intangible property anywise appertaining to the same.

Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranties stated in Section 1113 of the California Civil Code.

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

GLEN R. GOOGINS
City Attorney

ATTEST:

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

NORA PIMENTEL
City Clerk

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2024 before me,
(here insert name and title of the officer), personally appeared

who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT C

FORM OF CERTIFICATE OF BUYER

[INSERT GRANTEE], the Buyer under that certain Agreement for Purchase and Sale of Property dated _____, 2024, by and between Buyer and Seller (the "**Agreement**") does hereby certify that all representations and warranties of Buyer set forth in the Agreement remain true in all material respects as of _____, 2024.

[INSERT GRANTEE]

By: _____

Name: _____

Title: _____

EXHIBIT D
FORM OF CERTIFICATE OF SELLER

CITY OF SANTA CLARA, a chartered California municipal corporation, the Seller under that certain Agreement for Purchase and Sale of Property dated _____, 2024, by and between Buyer and Seller (the "**Agreement**"), does hereby certify that all representations and warranties of Seller in Section 9.2 of the Agreement remain true in all material respects as of _____, 202__.

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

GLEN R. GOOGINS
City Attorney

ATTEST:

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

EXHIBIT E
PROPERTY INFORMATION

<u>407 Dutchman Rd Hazmat Report Following Fire Loss</u>
<u>APN Change</u>
<u>Assessors Maps 1</u>
<u>Assessors Maps 2</u>
<u>Assessors Maps 3.pdf</u>
<u>CMUA Notice of Delta Water Rights Proceeding 1995</u>
<u>Darwin Ceresola Agreement Executed</u>
<u>Darwin Ceresola Amendment No. 1</u>
<u>Easement - Not Executed</u>
<u>Easement 1976 Executed</u>
<u>Easement 1979</u>
<u>Easement 1992 Executed</u>
<u>Gold Fields Mining Soils Samples</u>
<u>Grant Deed 1977 2</u>
<u>Loyalton Boundary Exhibit</u>
<u>Loyalton Property Assessor Blocks</u>
<u>Loyalton Property Buildings pre and post fire</u>
<u>Loyalton Property Map</u>
<u>LOYALTON RANCH HOUSE & SURROUNDING PROPERTY</u>
<u>Plat Map - Loyalton</u>
<u>Record of Survey - Loyalton</u>
<u>SAMPLE LOCATION SEC 4 TOPO</u>
<u>SOIL SAMPLE GRID SEC 4 TOPO</u>
<u>Water Diversion Backup 1993</u>
<u>Water Diversion Fish and Game Letter 1993</u>
<u>Water Diversion letter 1991 With Calcs</u>
<u>Water Diversion letter 1991</u>
<u>Water Diversion Report January 1997</u>

EXHIBIT F

Form of Consent to Assignment

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
[INSERT NAME OF ASSIGNOR]
AND
[INSERT NAME OF ASSIGNEE]**

PREAMBLE

This consent to assignment agreement ("Consent Agreement") is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), _____, a _____ Corporation, with its principal place of business located at _____ ("Assignor") and _____, a _____ Corporation, with its principal place of business located at _____ ("Assignee"), the intended successor in interest to _____. City, Assignor, and Assignee may be individually referred to in this Consent Agreement as a "Party" or collectively as the "Parties."

RECITALS

- A. City and Assignor entered into an agreement entitled, "Agreement by and Between the City of Santa Clara, California and [INSERT ASSIGNOR NAME]," dated _____ 200__ (the "Original Agreement") in which Assignor agreed to [INSERT TRANSACTION];
- B. Assignor desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Assignor to Assignee, and Assignee desires to accept the assignment and assume the rights, obligations, and liabilities of Assignor under the Agreement on the Effective Date; and
- C. Subject to the terms and conditions of this Consent Agreement, City hereby consents to the assignment by Assignor of all its rights, obligations and interest in the Original Agreement to Assignee.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Assignee, City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations, and interest set forth therein from Assignor to Assignee.
2. City acknowledges and relies on this acceptance by Assignee of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Assignor. Assignee hereby accepts such assignment from Assignor, as of the Effective Date, and assumes and agrees to be bound by the Original Agreement, and agrees to perform all the duties and obligations and assume all liabilities and responsibilities of Assignor, except as set forth herein.
3. Upon the Effective Date, any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Assignee to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Assignee and Assignor and all of its terms and conditions with respect to the assignment of the Original Agreement. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Consent Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Assignee confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Assignor. The Effective Date is the date that the final signatory executes the Consent 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:

Dated: _____

Office of the City Attorney
City of Santa Clara

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

“CITY”

Corporation,
a _____ Corporation
Dated: _____
By: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

“Assignor”

Corporation
a _____ Corporation
By: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email _____ Address: _____

“Assignee”

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (this "**Amendment**") is dated and effective as of _____, 2025, and is entered into by and between **City of Santa Clara**, a chartered California municipal corporation ("**Seller**") and the **Feather River Land Trust**, a California nonprofit public benefit corporation ("**Buyer**"), with reference to the following facts:

A. Seller and Buyer entered into an Agreement for Purchase and Sale of Property dated July 18, 2024 (the "**Original Agreement**"), for Buyer's purchase from Seller the real property in unincorporated Sierra and Lassen Counties, California, as more particularly described in the Original Agreement. All capitalized terms used but not defined in this Amendment have the meanings given to those terms in the Original Agreement.

B Under the Original Agreement, the Closing Date is scheduled to occur not September 16, 2025 (as so extended by Buyer under Section 7.2 of the Agreement).

C. As contemplated under the Original Agreement, Buyer has been working diligently with State Funders, who are supporting the acquisition of the Property. To accommodate the Funders' funding calendar, in particular the Wildlife Conservation Board, Buyer has requested, and Seller has agreed, to further extend the Closing Date on the terms and conditions of this Amendment.

NOW, THEREFORE, Seller and Buyer, in consideration of the covenants contained herein and for other good and valuable consideration, agree as follows:

1. AMENDMENTS TO ORIGINAL AGREEMENT.

1.1 **Closing Date**. Section 1.5 of the Original Agreement is hereby amended to read as follows:

1.5 "Closing Date": Ten (10) Months after the Execution Date, or such earlier date as Buyer may elect in its sole discretion by delivering written notice to Seller, provided that the Closing Date shall not be earlier than five (5) Business Days after expiration of the Diligence Period, or such later date as provided under Articles VI and VII below. Notwithstanding the foregoing, the Parties agree to extend the Closing Date to February 16, 2026, or such other date as Seller and Buyer may agree in writing; provided, however, Buyer shall have no further right to extend the Closing Date under Sections 6.2 and 7.2 of the Agreement.

2. NON-IMPAIRMENT.

To the extent the Original Agreement may be read to have terminated by its terms, the Original Agreement is hereby revived, reinstated, and amended as provided in this Amendment. Except as expressly provided in this Amendment, nothing in this Amendment will alter or affect any provision, condition, or covenant contained in the Original Agreement, it being the intent of the Parties that the provisions of the Original Agreement will continue in full force and effect except as expressly modified in this Amendment.

3. EXECUTION IN COUNTERPARTS.

This Amendment may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Amendment, all of which shall constitute one agreement to be valid as of the date of this Amendment. Facsimile, documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Amendment or any other document necessary for the consummation of the transaction contemplated by the this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.

Signatures Appear on Following Page

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be duly executed as of the date first written above.

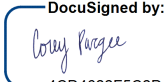
SELLER:

City of Santa Clara, a chartered
California municipal corporation

By: _____
Jovan Grogan
City Manager

BUYER:

Feather River Land Trust, a California
nonprofit public benefit corporation

By:  _____
4CD4622F5C2D4E1...
Corey Pargue, Executive Director

APPROVED AS TO FORM

Glen R. Googins
City Attorney

Daniel Ballin, Senior Counsel

ATTEST

Nora Pimentel, City Clerk



Agenda Report

25-146

Agenda Date: 8/26/2025

REPORT TO CITY COUNCIL

SUBJECT

Action on Amendment No. 6 to the Agreement for Professional Services with Perkins + Will for the Tasman East Specific Plan and Approve Related Budget Amendment

COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development

BACKGROUND

In 2016, the City conducted a competitive Request for Proposals (RFP) for professional services to assist City staff with preparation of a Specific Plan and an associated Environmental Impact Report (EIR) for the Tasman East Focus Area. Through this process, Perkins + Will was selected and awarded an agreement with a completion date of September 30, 2017. (See attached Attachment #2 for Executed Original Agreement.)

The City's initial contract with Perkins + Will has been amended five times to address changes in the project scope and to allow for the continued delivery of services beyond the original agreement timeframe. The agreement was most recently amended in September 2022 so that Perkins + Will could assist the City in the preparation of an amendment to the Specific Plan to allow up to 1,500 additional units in the Tasman East area, as well as preparation of the associated environmental clearance, and extension of the term of the agreement.

DISCUSSION

As the City undertook implementation of the Specific Plan, it further became apparent that modifications to the Plan would be helpful to achieve the City's objective of supporting the near-term development of much needed housing and the respective transportation analysis while also maintaining the overall Plan goals and objectives. The current amendment is desirable as it would allow the City to further achieve those goals and objectives by expanding the scope of the traffic analysis resulting from changes to the Related Santa Clara project immediately to the North of Tasman East. Amendments to Specific Plans are not unusual as issues can be identified through implementation of the Plan that were not anticipated at the beginning of the planning process when the original scope was developed. In this case, the success of the Plan has resulted in the need to amend the consultant contract to make amendments to the Plan.

The scope of tasks and budget to update the Specific Plan Amendment to expand the scope of the traffic analysis in Tasman East include:

- \$21,280 for the preparation of the Specific Plan Amendment document including necessary revisions;
- \$19,000 to conduct traffic analysis on Calle Del Mundo and Lick Mill Blvd;

- \$22,064 to update the Environmental Impact Report for the project in accordance with the California Environmental Quality Act; and
- \$30,000 to be available for contingency purposes.

Staff is proposing approval of Amendment No. 6 to the agreement with Perkins + Will to increase the maximum compensation by \$92,344 to fund the items detailed above and extend the contract timeline to June 2026. This additional time is needed to complete the final traffic report for the Specific Plan amendment. Staff anticipates that some billing and close-out activities will extend beyond the completion of the Specific Plan amendment and thus is proposing the June 2026 deadline.

ENVIRONMENTAL REVIEW

The Tasman East Specific Plan was analyzed under an EIR adopted and certified by the City Council on November 13, 2018. An addendum to the Environmental Impact Report that provided additional analysis related to the Calle del Sol paseo was prepared in conjunction with Amendment No. 3, which was adopted by the Council on November 17, 2020. A Subsequent Environmental Impact Report (SEIR) that details the changes to the environment based on the expanded scope will be prepared in accordance with the scope of work proposed under this Amendment.

FISCAL IMPACT

The anticipated cost of Amendment No. 6 is \$92,344. Staff recommends a General Fund budget amendment to allocate funding from the Advanced Planning Reserve to the Community Development Department's operating budget, as detailed in the budget table below.

Budget Amendment FY 2025/26			
	Current	Increase/ (Decrease)	Revised
General Fund			
<u>Expenditures</u>			
Community Development Department	\$6,039,535	\$92,344	\$6,131,879
<u>Fund Balance</u>			
Advanced Planning Fee Reserve	\$4,919,795	(\$92,344)	\$4,827,451

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 6 to the Agreement with Perkins + Will for professional services to prepare the Amendment to the Tasman East Specific Plan by increasing the amount of the agreement by \$92,344, including the contingency to update the final traffic report, for a revised not-to-exceed maximum compensation of \$1,553,776, and extending the term of the agreement through June 2026 in a final form approved by the City Attorney; and
2. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Community Development Department budget in the amount of \$92,344 and decreasing the Advanced Planning Fee Reserve in the amount of \$92,344 **(five affirmative Council votes required for the use of unused balances)**.

Reviewed by: Afshan Hamid, Director, Community Development Department

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Amendment No. 6 PW TESP
2. Perkins and Will Fully Executed Agreement for Tasman East 5-3-16
3. Fully executed agreement - Perkins and Will Contract Amendment No 1
4. Fully Executed Amend 2 Perkins+Will Tasman East
5. Fully Executed Amendment No 3 - TESP Perkins and Will
6. Fully Executed Amendment No 4 and RTC 21-757
7. Amendment No. 5 PW TESP SB2_P&W signed

**AMENDMENT NO. 6
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 6") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware corporation (Contractor or Consultant). 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1 dated October 27, 2017, Amendment No. 2 dated February 4, 2019, Amendment No. 3 dated August 27, 2019, Amendment No. 4 dated August 24, 2021, Amendment No. 5 dated September 27, 2022, and is again amended by this Amendment No. 6. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to update the final traffic report and extend the termination date.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2025."

2. Exhibit A of the Agreement as Amended, entitled "Additional Scope of Services ", is hereby appended to include Sixth Revised Exhibit A, Scope of Services, attached and incorporated into this Amendment No. 6.
3. Exhibit B of the Agreement as Amended, entitled "Budget for Additional Scope of Services ", is hereby amended to read as shown in Sixth Revised Exhibit B, Fee Schedule, attached and incorporated into this Amendment No. 6.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 6, the provisions of this Amendment No. 6 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 6 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

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

"CITY"

PERKINS + WILL, INC
a Delaware Corporation

Dated: _____

By (Signature): _____

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300
San Francisco, CA 94107

Email Address: geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONSULTANT"

SIXTH REVISED EXHIBIT A SCOPE OF SERVICES

The additional services to be performed for the City of Santa Clara ("City") by the Contractor under this Amended Agreement are set forth below. The additional services include contributions from Perkins & Will (Contractor) and the following subcontractors: BKF, Fehr & Peers, David J. Powers & Partners, and Strategic Economics.

Task 1 - Project Management and Coordination:

- **Sub-Task 1.1 – Coordination and Invoicing:** Perkins & Will will continue to administer the work plan, coordinate with sub-consultants, and provide monthly invoices for the next 7 months in accordance with the project schedule. The budget for this task also reflects Perkins & Will's ongoing coordination with the City of Santa Clara and sub-consultants to finalize this ASR request.
- **Sub-Task 1.2 – Edits to Specific Plan:** Perkins & Will will coordinate with the City of Santa Clara on any edits needed to the final specific plan based on the EIR amendment.

Task 2 - Traffic Analysis: Fehr & Peers will conduct the following tasks to update our transportation analysis resulting from potential changes to the Related Santa Clara project immediately to the north of Tasman East.

- **Sub-Task 2.1 – Calle Del Mundo Lane Configuration:** The currently adopted Tasman East Specific Plan proposes a bike lane and one mixed travel lane in each direction on Calle del Mundo, along with a center two-way left-turn lane. For this task, Contractor will qualitatively analyze the removal of the westbound bike lane on Calle del Mundo, replacing it with on-street parking. As an alternative, Contractor will qualitatively analyze the removal of the center turn lane in exchange for maintaining parking and bike lanes on both sides of the street. Additionally, Contractor will analyze the possibility of a bike lane remaining on one side of Calle del Mundo.
- **Sub-Task 2.2 – Traffic Analysis Update:** Fehr & Peers will quantitatively analyze changes to the transportation network north of Tasman Drive if Lick Mill Boulevard is not extended north of Calle del Mundo. Under this scenario, Lick Mill Boulevard is proposed to be four lanes south of Tasman Drive, two lanes north of Tasman Drive, and end with a left turn onto Calle del Mundo. Bike lanes on Calle del Mundo would remain unchanged.

This analysis will focus on Background with Project Conditions and Cumulative with Project Conditions for the following intersections:

- Intersection #16: Lick Mill Boulevard & Calle De Luna
 - Intersection #17: Lick Mill Boulevard & Calle Del Mundo
 - Intersection #19: Lick Mill Boulevard & Tasman Drive
- **Sub-Task 2.3 – Documentation:** Fehr & Peers will prepare a brief technical memorandum document the analysis results.

Task 3 - EIR Update: David J. Powers will conduct the following tasks to update the Specific Plan's EIR.

- **Sub-Task 3.1 – Air Quality and Greenhouse Gas Assessment:** As mentioned via e-mail on May 2, 2024, due to the recent court ruling in the California Restaurant Association v. City of Berkeley case, no city can ban the use of natural gas in new construction. The City of Santa Clara's Climate Action Plan is based, in part, on a natural gas ban. Based on discussions with the air quality consultant, Illingworth & Rodkin, Inc. (I&R), David J. Powers & Associates have determined I&R will need to update the Air Quality and Greenhouse Gas (GHG) Assessment, dated May 2023, as follows:
 - Model both the original Tasman East Specific Plan (TESP) and the increment of new growth from the TESP update using the newer California Emissions Estimator model (CalEEMod) Version 2022 for both natural gas and all electric;
 - Adjust the model to account for the inclusion of electric vehicles at a greater rate than previously assumed due to the Advanced Clean Cars Phase 2 regulation.
- The results of the modeling will be provided in the form of a technical memorandum. This will require project management and coordination time between David J. Powers and I&R.
- **Sub-Task 3.2 – Traffic Analysis Update:** The additional traffic analysis requested by the City (along with the GHG technical memorandum) will need to be incorporated into the Draft Subsequent Environmental Impact Report (EIR), which will require additional, in-house staff time. This will require project management and coordination time between David J. Powers and Fehr & Peers.

Contingency:

To ensure the consultant team can continue to support the City of Santa Clara as additional tasks arise, a contingency of \$30,000 is also added. This amount would be available for use at the discretion of the City.

**Revised Exhibit B
Fee Schedule**

1. Fees

1.1. For the additional services described in the Sixth Revised Exhibit A, the cost of said services are as follows:

Contractor	Amount
Perkins + Will Task 1	\$21,280
Perkins + Will/ Fehr & Peers Task 2	\$19,000
David J. Powers Task 3	\$22,064
SUBTOTAL AMENDMENT NO. 6	\$62,344
Contingency	\$30,000
TOTAL AMENDMENT NO. 6	\$92,344
Original Agreement Not-To-Exceed	\$759,425
Amendment No. 1	\$194,870
Amendment No. 2	\$186,587
Amendment No. 3	\$45,550
Amendment No. 4	\$275,000
Amendment No. 5	\$0
REVISED NOT-TO EXCEED AMOUNT	\$1,553,776

¹Strategic Economics services are on-call and should their services be required any payments would come from the contingency amount.

2. MAXIMUM COMPENSATION

2.1. The maximum compensation the City will pay Contractor for all services provided under this Agreement shall not exceed **One Million Five Hundred Fifty-Three Thousand Seven Hundred Seventy-Six Dollars (\$1,553,776)** during the Term of the Agreement.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Perkins + Will, Inc., a Delaware corporation, with its principal place of business located at 2 Bryant Street, Suite 300, San Francisco, CA 94105 ("Contractor" or "Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a practitioner in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on September 30, 2017.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor represents that all materials and services covered by this Agreement shall be shall conform to the specifications, requirements, and instructions upon which this Agreement is based and performed reasonably and consistent with the professional standards referred to hereinabove. 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 negligent 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.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City 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 federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. 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.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. 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, except as required by law. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. 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.

19. 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 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.

20. 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 three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligent errors or omissions of Contractor.

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 state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law and other than in the practice of professional services such that the Contractor's Commercial General Liability Policy shall accept a tender of any claim, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

Additionally, and in the practice of professional services such that the Contractor's Professional Liability Policy shall accept a tender of any claim, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, and employees from and against injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees involved in the City providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the professional Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined 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 City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

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 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.

29. NOTICES.

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

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: Perkins + Will
Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105
or by facsimile at (415) 856-3001

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

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 City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will

fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT IN TERMS.

In the event of a conflict between the terms of the main body of this Agreement and the terms of any of the Exhibits, the main body of this Agreement shall control.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this 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:



RICHARD E. NOSKY, JR.
City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk

Dated:

4.29.16



RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

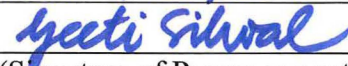
“CITY”

PERKINS + WILL, INC.
a Delaware corporation

Dated:

MARCH 28, 2016

By:



(Signature of Person executing the Agreement on behalf of Contractor)

Name: Geeti Silwal

Title: Principal-in-Charge

Local Address: 2 Bryant Street, Suite 300

San Francisco, CA 94105

Email Address: geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

“CONTRACTOR”

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Final with changes accepted_P+W 3-24-16.docx

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.**

EXHIBIT A

SCOPE OF SERVICES

Perkins + Will has reviewed the Project Description and Task structure in the RFP and confirms its ability to accommodate this Scope of Work within the project budget, subject to enhancements listed after the tasks below, which are believed necessary to provide the City with the deliverables needed for approval, adoption and implementation of the Plan.

Perkins and Will Assumptions

1. Normal reimbursable expenses associated with travel, meals, accommodations, in-house printing and postage are included within the overall total budget for each task. Any special reimbursable expenses that may arise will be estimated for City review and approval before costs are incurred.
2. Deliverables are limited to those described in the scope of services. All deliverables (other than those defined in the scope of services as associated with the EIR process) are assumed to be electronic versions of the documents described. The City of Santa Clara will be responsible for printing and distribution of any hard copies other than those required for the NOP and all editions of the EIR. Presentation material for community outreach, stakeholders and hearings with elected officials will be in electronic format.
3. Coordination with other agencies is the responsibility of City staff.
4. The City will provide one set of coordinated comments for each review period indicated on the project schedule.

TASKS:

TASK 1: COMMUNITY INVOLVEMENT PLAN

The consultant shall develop a collaborative involvement plan for the project. The City will partner with local and regional community based organizations as well as engage in directed education and outreach efforts involving the diverse population of Santa Clara. Regular meetings will be scheduled with community stakeholders to ensure that their input and feedback is included at specific points of plan development. Specific deliverables include:

- Deliverable 1a:** A community involvement plan (details of who will be engaged and when, along with the strategies that will be used to engage them).
- Deliverable 1b:** Materials for distribution at community and TAC meetings (draft and final versions of maps, handouts etc. as they are prepared).

- Deliverable 1c:** Tentative timeline for TAC and broader community outreach meetings that are coordinated with project milestones.
- Deliverable 1d:** Meeting minutes, public comment summaries, survey or focus group summaries (as appropriate).

TASK 2: PARKING AND TRAFFIC CIRCULATION ANALYSIS

The consultant shall prepare a parking demand analysis for the project area related to transit service and intensification of land uses in the area. The analysis, summarized in a technical memorandum, shall examine:

- Internal neighborhood circulation and connection to the City's roadway network
- Need for roadway and access improvements to serve neighborhood and surrounding areas
- Residential, commercial and mixed use parking demand and management strategies
- Potential for controlled, shared and/or fee parking in the station area

The consultant shall prepare a detailed analysis for each land use alternative to address trip generation and circulation issues in the project area. Motor vehicle, transit, bicycle and pedestrian circulation patterns shall be considered, focusing on connectivity for these modes to the Tasman Light Rail station and beyond, including access for the disabled and elderly. Coordination of bus transit service with rail transportation and non-motorized connections to transit shall also be considered. Safety and operational issues shall be analyzed for the alternatives. Level of Service (or current equivalent model) analysis shall be conducted for motor vehicles, transit, bicycles and pedestrians for each alternative along with identification of required mitigation measures. Ridership projections shall be developed by travel period and commute direction

The consultant shall present the findings from the Parking Demand and Traffic Analysis at the public outreach meetings and seek feedback on alternatives. Utilizing interactive planning techniques, the consultant shall lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for one of the alternatives or varied concepts that combine components of alternatives. The consultant should illustrate how public interest is reflected in the alternatives.

- Deliverable 2a:** Parking demand and traffic circulation analysis
- Deliverable 2b:** Transportation/access improvements needs
- Deliverable 2c:** Meeting(s) summary

TASK 3: ALTERNATIVES DEVELOPMENT, SELECTION OF A PREFERRED ALTERNATIVE, AND DEVELOPMENT OF URBAN DESIGN, STREETScape AND OPEN SPACE STANDARDS

Task 3.1: ALTERNATIVES DEVELOPMENT

The consultant shall facilitate a TAC Meeting and a Stakeholders' Meeting to collect feedback on the Tasman East Focus Area, including the range of issues, project recommendations, and potential drivers and project indicators for the development of a plan for the subject area. These considerations shall lead to the development of a project vision statement, project indicators, and preliminary bubble diagram concepts that start to establish the range of project alternatives. This discussion and exercise shall serve as a starting point for the development of draft plan alternatives.

The consultant shall develop up to three draft alternatives for the Focus Area, illustrating conceptual alternatives for land use, density, corridor connectivity, public spaces, community facilities, site development and reuse, urban design concepts, and other elements identified by the TAC and stakeholders, expressed as a series of site plan diagrams, text and tables for the Plan Area Focus. These alternatives shall be based on the work of earlier tasks and input received throughout the planning process. The draft alternatives shall be accompanied by appropriate maps, tables, and graphics.

The consultant shall present the conceptual alternatives at a subsequent TAC Meeting Stakeholders' Meeting and work closely with both groups to refine the plan alternatives to best meet project goals and the issues and concerns expressed by the public.

Deliverable 3.1: Up to three draft alternatives and accompanying descriptions, diagrams, development tables, pros and cons comparison, and summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues.

Task 3.2: PREFERRED ALTERNATIVE

The consultant, in consultation with the City of Santa Clara and the community, shall develop a preferred land use and circulation alternative to serve as the basis for the Draft TEFA Plan.

To complement the land use and circulation preferred alternative, the consultant shall develop design and streetscape standards based on input from community outreach meetings. The urban design standards shall address transit oriented design, including general design concepts for public spaces, street design by type and function of street, building form and orientation, street furniture, street lighting, street trees and landscaping, decorative sidewalks, utility vaults/cabinets, special design treatments for bicycle and pedestrian connections to or at the rail station and bus stops, and to other areas outside the neighborhood. Accessible design for elderly and disabled persons and accessible paths of travel from the station through the Specific Plan area shall be addressed.

The consultant shall assess open space needs resulting from future development in the area and identify general locations for public and private open space. An open space framework plan shall be prepared to meet this objective. The proposal shall also offer at least one means to address the cost sharing of open space acquisition and development among area developers.

The consultant shall present the preferred land use and circulation alternative and the draft urban design, streetscape and open space standards at community outreach meetings. The public will be asked to respond to the preferred plan and design standards. Input received shall be used to refine the alternative and develop the Draft TEFA Plan.

Deliverable 3.2a: Large format graphic illustrating preferred alternative, draft Urban Design and Streetscape Standards and report

Deliverable 3.2b: Open Space Framework Plan (public parks and private open space)

Deliverable 3.3c: TAC and Stakeholders' meeting summaries

TASK 4: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY

The consultant shall prepare an Infrastructure Development and Financing Strategy to determine, at an engineering level, the infrastructure necessary to support the land uses and improvements identified in the preferred land use and circulation alternative and the design

standards. Analysis supporting the strategy should describe the infrastructure conditions and improvements needed to support the anticipated development in terms of water, wastewater, storm drainage, sanitary sewer, roadways, electricity and gas, cable, telephone service, parks, schools, libraries, telecommunications and other civic needs. The analysis shall provide information to the EIR and include any improvements identified in the program EIR identified as mitigation. The analysis shall also include a preliminary stormwater management plan for the program area.

The analysis shall include preliminary cost estimates, phasing recommendations for improvements categorized by system, geography, or phased capacity improvements and recommended funding strategies.

Deliverable 4a: Infrastructure Development and Budget Report

Deliverable 4b: Financing Report

Deliverable 4c: TAC meeting summary

Deliverable 4d: Community meeting summaries

TASK 5: IMPLEMENTATION PLAN

The consultant shall identify specific action items to implement each element of the TEFA Plan, including zoning code and General Plan updates, with timelines for completion of each. The timeline is attached to this Agreement and is titled Schedule. Code updates shall be completed immediately after plan adoption.

Deliverable 5: Implementation Plan for each element of TEFA Plan (with timeline)

TASK 6: PREPARATION OF THE FOCUS AREA PLAN

The consultant shall prepare the Draft Tasman East Focus Area Plan. The **Plan** shall serve as the city's long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan boundary. The Plan shall contain the following components:

- **Planning Process:** Description of the process to develop the plan and the role the public played in creating the plan.
- **Land Use/Housing:** Description of land use designations, including a total number of units, range of densities, square footage of non-residential uses, mixed use, and employment generating land uses. Population and job projections shall be included.
- **Transportation and Parking:** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paths and connections to existing roadways shall be included. Parking management **strategies** and **TOD parking ratios** shall be identified, based on the prior Parking Demand Analysis.
- **Station Access and Connectivity Plan:** Shall address access to the station by walking, bicycling, driving, and transit as well as circulation for these modes throughout the area, including across Tasman Drive and the train tracks, with connectivity to the light rail station as the goal. Accessible design for disabled and elderly persons shall be a component of this section, including accessible paths of travel to the station from transit-oriented development within one half mile.
- **Design and Streetscape Standards:** Shall include policies and standards to promote pedestrian friendly design to increase pedestrian comfort and safety in walking throughout the neighborhood, with special emphasis on walking to the station.

- **Public Realm Improvements:** Standards to enhance overall livability of the area shall also be included. These include parking structures, transit stop improvements, security, lighting, signage, etc.
- **Public Services:** Shall include information about services and infrastructure needed to implement the plan. Shall include specific policies regarding utilities, public safety, parks, schools, libraries, and cultural facilities.
- **Open Space Plan:** Shall address the provision for adequate public and private open space as an integral part of the conceptual land-use alternatives
- **Implementation Plan:** Shall identify actions and strategies for plan implementation, along with completion date estimates or triggers for phasing. The Plan shall also include infrastructure improvements needed for plan implementation, including parkland and roadways, and specific financing strategies to enable these improvements. The implementation plan shall also include an evaluation of projected costs and revenues associated with the development of the Tasman East Focus Area, and its potential effects on the City's budget.

The consultant shall conduct Community Meetings following preparation and release of the Draft TEFA Plan to receive public comment and input.

Deliverable 6a: Draft Tasman East Area Plan

Deliverable 6b: Community Outreach Meeting Summary

TASK 7: PREPARATION OF PROGRAM/PROJECT EIR

The consultant shall prepare a Project-level Environmental Impact Report (EIR) which shall thoroughly and adequately assess the impacts of the draft plan and comply with the provisions of the CEQA and the applicable regulations thereunder. The successful consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring and reporting program, and statement of overriding considerations, as necessary. The EIR shall address the following areas:

- **Land Use Consistency and Compatibility:** The EIR shall describe existing land use and development patterns and evaluate the proposed project's consistency with adopted city plans and policies.
- **Population, Housing and Employment:** The EIR shall analyze projected population, housing and employment impacts of the draft Area Plan.
- **Transportation and Circulation:** A traffic study shall be completed to determine the project's impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems (bus and commuter rail) and pedestrians. Corridor levels of service shall be determined for regional/arterial streets.
- **Air Quality:** The EIR shall address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis shall address both operational (long term) and construction level (short term) impacts on local and regional air quality as well as an analysis of impacts on sensitive receptors.
- **Noise:** The EIR shall address the potential impacts on ambient noise levels from any construction related noise as well as potential impacts on ambient noise from (and to) the proposed project (buildout of proposed land uses).
- **Biological Resources:** The EIR shall analyze the project's short term (construction) impacts as well as long term impacts on biological resources, including special status species.

- **Water/Wastewater:** The EIR shall analyze and address the project's construction and operational impacts to the water and wastewater systems, water supply and wastewater capacity to serve buildout of the General Plan. A Water Supply Assessment shall be completed for the project and shall be available to the EIR consultant.
- **Hydrology/Flooding:** The EIR shall analyze the stormwater system, potential flooding impacts and water quality.
- **Public Services:** The EIR shall evaluate the potential impacts to public services such as schools, parks, solid waste disposal, police, fire, and utilities.
- **Cultural and Historic Resources:** The EIR shall evaluate potential impacts to cultural and historic resources.
- **Visual Quality:** Scenic, natural, cultural and historic assets will be evaluated and potential impacts of the project identified.
- **Geology and Seismicity:** The EIR shall examine geologic and seismic conditions, addressing ground shaking and liquefaction potential from earthquakes.
- **Hazardous Materials/Toxics:** The EIR shall evaluate sites in the plan area which are potentially contaminated.
- **Energy/Climate Change:** Changes in energy consumption anticipated through implementation of the draft Plan shall be analyzed. Greenhouse gas emissions anticipated with the project shall be included. The EIR shall analyze how development anticipated by the plan shall be affected by climate change and how implementation of the plan shall affect climate change. While analysis of this topic is evolving, this EIR shall include the most current thinking and practice regarding impacts of greenhouse gas emissions, including a discussion of the Plan's consistency with the adopted Climate Action Plan.
- **Alternatives Analysis and Assessment of Cumulative impacts:** The EIR shall include an alternatives analysis that includes, at a minimum, a No Project alternative, an Reduced Density Alternative, and a location alternative using a Phase III focus area for comparison. The EIR shall also include an analysis of cumulative impacts from other anticipated developments in combination with the implementation of the Tasman East Focus Area Plan.

Deliverable 7: **Draft Environmental Impact Report (including all necessary paper copies, 15 copies on CD for distribution to the State Clearinghouse by the consultant, and a PDF copy for posting on the City's website).**

TASK 8: EIR CERTIFICATION AND ADOPTION OF TASMAN EAST FOCUS AREA PLAN

The consultant shall present the Draft TEFA Plan and EIR at public hearings before the Planning Commission and City Council. The City and consultant shall make any final revisions to TEFA Plan and EIR based on changes adopted by either the Planning Commission or City Council. Staff anticipates four (4) public hearings and four (4) study sessions.

Deliverable 8a: **Final Environmental Impact Report with Mitigation, Monitoring and Reporting Program, including all necessary paper and PDF copies**

Deliverable 8b: **Adopted TEFA Plan, including General Plan, Zoning, and Design Guidelines amendments required to implement the plan**

ENHANCEMENTS:

MARKET ASSESSMENT

Future transformation in the Tasman East Focus Area will rely on a combination of public and private actions and activity. However, the public sector actions will be relatively small in scale since most of the transformative activity will be undertaken by private sector property owners and stakeholders. Therefore it is essential to understand the development/real estate investment process and housing market conditions in Santa Clara in order to clarify the types of housing densities, housing product types, and supportive services which will drive transformative development, to gauge barriers to redeveloping existing light industrial properties, and to determine strategies for overcoming those barriers.

To this end, Strategic Economics will prepare a market and development feasibility analysis focusing on local residential market conditions to assess demand and development feasibility for higher-density products, ranging from townhouses to five- to six-story mixed-use buildings with local retail and services. Strategic Economics will also specifically examine whether market conditions merit an increase in maximum allowable densities from 50 dwelling units per acre to 100 dwelling units per acre.

The market and development feasibility analysis will address such issues as: optimal location factors or characteristics for housing, general sources of demand, likely construction costs for different product types (as a range), rents or sales prices required to make buildings financially feasible, etc. In addition, Strategic Economics will assess whether the Study Area offers high, medium, or low opportunities for future development of higher-density product types, given market/trade area and local conditions. Finally, Strategic Economics will identify key barriers to redeveloping existing light industrial properties, and will recommend implementation strategies to overcome these barriers based on these market conditions.

TRANSPORTATION DEMAND MANAGEMENT

The Tasman East Focus area plan RFP anticipates an increase in the overall density to up to 100 dwelling units per acre; however, some of the major challenges with increased intensities of uses include overloading the current transportation network that is already operating at, or above capacity. In order to address these concerns, Nelson\Nygaard will work with City staff and Project Team members to focus on implementing feasible Transportation Demand Management (TDM) and parking management strategies to reduce the dependency on auto use and ownership, and to maximize the use of alternative modes of transportation. Such actions will further support goals and objectives in the City's General Plan and these TDM and parking measures will aim to reduce vehicle miles traveled (VMT), reduce greenhouse gas emissions, and encourage future residents, employees, and visitors to walk, bike, carpool, or use public transit or shuttle systems.

SUSTAINABILITY

Perkins + Will's sustainability team will push the envelope in sustainable design and challenge the team to exceed green and energy efficient buildings and site design. An outline scope of work for developing a world-class sustainability strategy is described below.

Determine Performance Standards

- Work from initial Masterplan with potential uses and areas – start process to determine the electrical, heating, water and # of people oriented issues for the site;
- Establish the energy code baseline for the development time frame;
- Agree and establish code minimum

- Review further updates of energy code improvements projected to be implemented through the life of the development project

Projected Utility Demand

- Assess the projected heating, cooling, electrical and water use based on the following considerations:
- The current and evolution of energy codes giving a minimum baseline;
- Proposed improvements on code performance for consideration;
- Development of utility load profiles with agreed performance criteria;
- Identify the utility use, cost and GHG emissions related;
- Consider performance goals for potential district energy system.

Alternative energy review

- Review all sources that may be available locally and which could be well-suited to the site and compatible with a potential district energy system;
- Consider district cooling as beneficial to overall development model and central plant operational carbon efficiencies;
- Work with City staff to identify local partners who could develop smart grid concepts;
- Open discussion to global-leading technology companies within the area for potential pilot project collaboration and smart-tech integration;

Water systems

- Develop overall water efficiency footprint for the development to meet the agreed performance goals.
- Include strategies for treatment and reuse of stormwater;
- Develop concept for centralized non-potable water mains (purple pipe) systems – to reduce potable water consumption

Waste resources

- Investigate potential for mining energy resource from existing waste streams, at landfill, wastewater treatment, biomass, biogas, etc.
- Draw on experience with anaerobic digesters to determine potential for green energy supply as part of closing loop as alternative energy supply.
- Develop potential for composting on-site of organic material, and how this can be used as a means of remediating the site and encouraging agriculture.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.**

EXHIBIT B

FEE SCHEDULE

TASMAN EAST TEAM FEE PROPOSAL								
TASK	Perkins +Will	Perkins +Will	Fehr & Peers	Nelson \ Nygaard	BKF	Strategic Economics	David J. Powers & Associates	TOTAL PER TASK
	Urban Design + Landscape	Sustainability	Traffic	Transit + Parking	Infrastructure	Economics	Environmental	
1. Project Initiation + Site Tour	2,700		900	2,780	1,580	2,160	2,000	12,120
2. Existing Conditions + Market Analysis	20,000	4,000	2,000	1,920	4,650	14,100	4,110	50,780
3. Community Outreach	45,000	3,000	4,000	5,000		4,000		61,000
4. Parking / Traffic Circulation / Transit	2,000		25,100	45,740				72,840
5. Alternatives	125,000	17,000	7,545	2,980	1,420	4,820		158,765
6. Preferred Plan	60,000	5,000						65,000
7. Infrastructure	2,000				20,000			22,000
8. Implementation Strategy + Financing	10,000	4,000				10,960		24,960
9. Focus Area Plan	20,000	2,000	2,770	2,540	5,920	9,800		43,030
10. Environmental EIR	5,000		77,220		3,690		149,620	235,530
11. Adoption + Certification	2,000						11,400	13,400
TOTAL PER CONSULTANT	293,700	35,000	119,535	60,960	37,260	45,840	167,130	759,425

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seven hundred fifty nine thousand four hundred twenty five dollars (\$759,425), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as 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, and volunteers.

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, and volunteers are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsements CG 20 10 and CG 20 37, or its equivalent.
2. Primary and non-contributing. The General Liability, Auto Liability and Umbrella/Excess Liability insurance policies provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and the General Liability and Umbrella/Excess Liability shall not

require contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other General Liability and Umbrella/Excess Liability insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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 cancellation.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and

maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.	
City of Santa Clara [Planning Division]	
P.O. 12010-S2	or 151 North Lyon Avenue
Hemet, CA 92546-8010	Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

PERKINS + WILL INC.

an Illinois corporation

By: Geeti Silwal
Signature of Authorized Person or Representative

Name: Geeti Silwal

Title: Principal-in-Charge

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On March 28, 2016 before me, Richard J. Nemeth, Notary Public
(insert name and title of the officer)

personally appeared Geeti Silwal,
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.

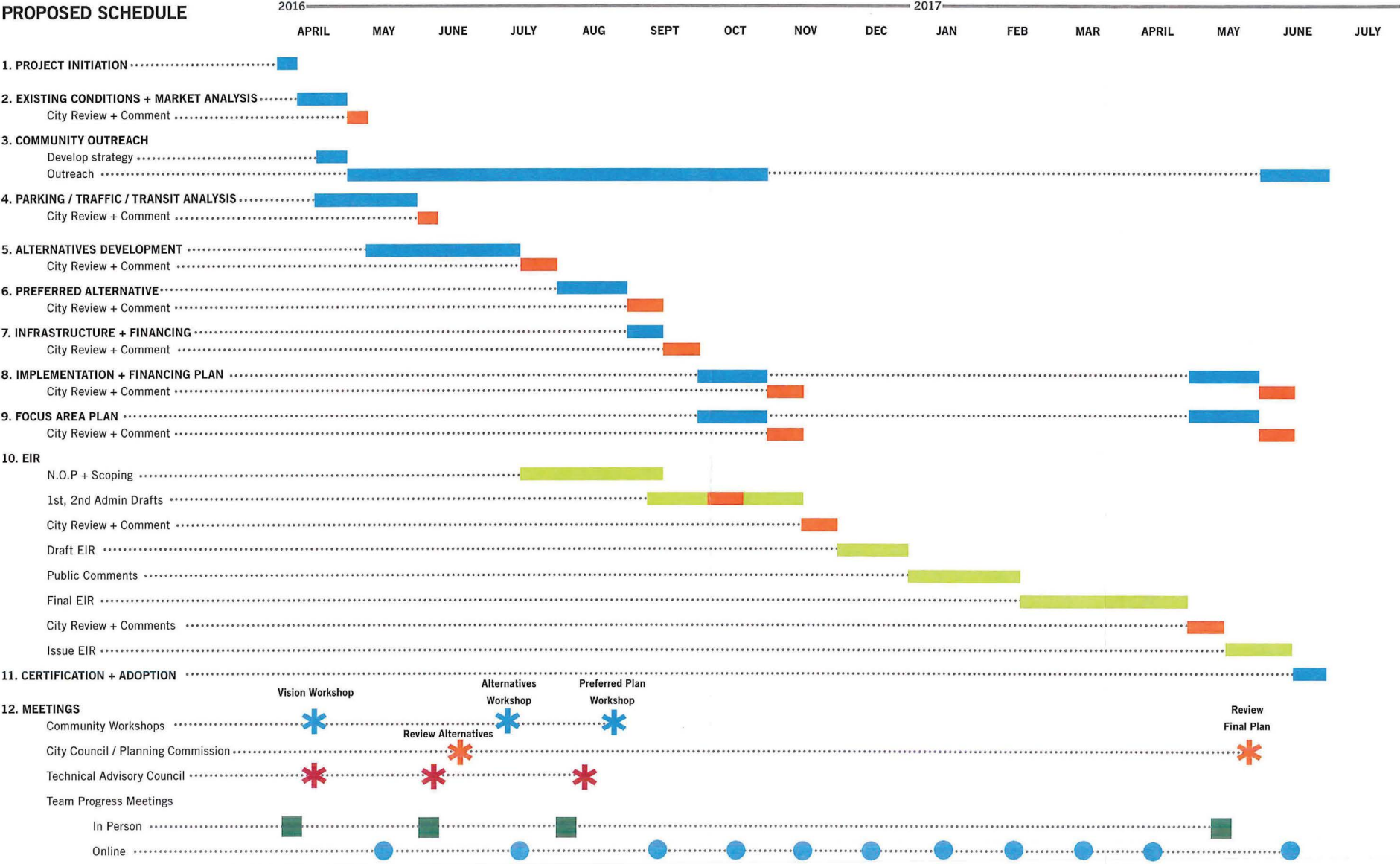
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Richard J. Nemeth* (Seal)

PROPOSED SCHEDULE



**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Perkins + Will, Inc., a Delaware corporation, with its principal place of business located at 2 Bryant Street, Suite 300, San Francisco, CA 94105 ("Contractor" or "Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Amendment No. 1.

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.," dated April 28, 2016 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide professional services for the creation of a Tasman East Specific Plan and supporting Environmental Impact Report, and the Parties now wish to amend the Original Agreement to expand upon the original Scope of Services.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit A, "Scope of Services," is appended to include additional services from Perkins + Will, Inc., Fehr & Peers, and BKF as described in the attached document entitled "Tasman East Focus Area Plan Additional Services" dated September 12, 2017 and "Additional Services for the Tasman East Specific Plan in Santa Clara" dated June 30, 2017.

2. AMENDMENT PROVISIONS

That Exhibit B, "Fee Schedule," is appended to include additional cost details from Perkins + Will, Inc., Fehr & Peers, and BKF as described in the attached "Additional Services Fee Schedule." The original Fee Schedule is hereby amended by increasing the total payment by one hundred ninety-four thousand eight hundred seventy dollars (\$194,870), for a new total not to exceed amount of nine hundred fifty-four thousand two hundred ninety five dollars (\$954,295).

3. AMENDMENT PROVISIONS

That paragraph five (5) of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of September 30, 2018.

4. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. COUNTERPART/FACSIMILE SIGNATURE


This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

SIGNATURES FOLLOW ON PAGE 3

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



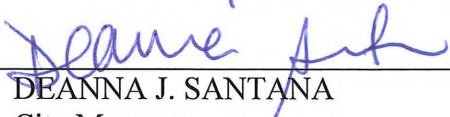
BRIAN DOYLE
Interim City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk

Dated: 10/27/17



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PERKINS + WILL, INC.
a Delaware corporation

Dated: OCTOBER 12, 2017

By: Geeti Silwal

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Geeti Silwal

Title: Principal-in-Charge

Local Address: 2 Bryant Street, Suite 300

San Francisco, CA 94105

Email Address: Geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

“CONTRACTOR”

I:\PLANNING\Admin\Contracts\Perkins + Will\Amendment No 1\Amendment No. 1 - Form.doc

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PERKINS + WILL, INC.**

ADDENDUM TO EXHIBIT A

ADDITIONAL SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Tasman East Focus Area Plan Additional Services" dated September 12, 2017 and "Additional Services for the Tasman East Specific Plan in Santa Clara" dated June 30, 2017, which are attached to this Exhibit A.

September 12, 2017
 Tasman East Focus Area Plan
ADDITIONAL SERVICES

Task 1 - P+W reset

Review, brainstorm, develop revised strategy and report outline; plan revised report content; and solicit input from client where necessary. The key changes requiring a rework of the Focus Area Plan and the Specific Plan document are –

- Narrower streets and revised lane configurations
- Calle del Sol extension northward to boundary of City Place
- Optional roundabout at Calle Del Sol/Calle de Luna
- Optional 2 lanes/4 lanes on Lick Mill extension
- Allow for possible 600 person 'urban' school
- Minimum 10 acres public open space

These changes will have significant impact on the developed concept and will need careful re-evaluation and reworking for a revised plan. As a part of the analysis for the Calle del Sol extension, BKF will be preparing a street alignment study, as detailed in the attached memorandum dated August 2, 2017.

Task 2 - Client workshop in SF to review revised strategy, report outline and content and to agree and confirm all changes. P+W will prepare presentation, host and record this meeting. All the changes noted under Task 1 will need to be discussed and debated with the City staff for clear direction before incorporating as policy, standards and guideline recommendation in the Specific Plan. In addition Fehr and Peers will be modifying and expanding the scope of the Parking Demand and Traffic Analysis, as detailed in the attached letter from Matt Haynes to Dennis Dornan dated June 30, 2017.

Task 3 - P+W prepare revised first draft report

Documentation of agreed upon policy, standards and guideline recommendation will be incorporated in the Specific Plan with the necessary additional graphic illustration for a complete revised first draft report.

Task 4 - Client review period and comments

Client feedback will be shared as one consolidated set of comments. *No Perkins+Will additional effort is expected against this task.*

Task 5 - Community Meeting #4

Preparation of draft presentation, final presentation and necessary display material for a final community input session that will be attended and facilitated by P+W. A memo summarizing the feedback will be documented.

Task 6 - P+W to prepare final draft report in response to client comments and community feedback
 Effort required to clarify and reconcile all comments and community feedback received on the first draft with necessary text and graphic update will constitute a complete final draft.

Task 7 - P+W participate as required in EIR analysis and preparation.

No Perkins+Will additional effort is expected against this task.

Task 8 - P+W attend Planning Commission and City Council Hearings to adopt Specific Plan Report and EIR (eight anticipated).

No Perkins+Will additional effort is expected against this task (included in base contract).



June 30, 2017

Dennis Dornan
Perkins + Will
2 Bryant Street, Suite 300
San Francisco, CA 94105

Subject: Additional Services for the Tasman East Specific Plan in Santa Clara

Dear Mr. Dornan:

This letter requests a contract amendment to conduct additional services for the Tasman East Specific Plan not covered under our current scope of work.

Since we have initiated our work on the project, several additional tasks have been requested by the City that were not included in our original transportation analysis scope. These tasks include performing a sensitivity analysis of street extensions within the Specific Plan area connecting to the proposed City Place development, as well as additional analysis discussed in the Santa Clara Valley Transportation Authority's (VTA) Transportation Impact Analysis Guidelines.

VTA's latest Transportation Impact Analysis Guidelines state that any project proposing changes to intersection/roadway geometry or signal operations should include an evaluation of transit delay and a quality of service (QOS) analysis for bicyclists and pedestrians. Additionally, VTA and state guidelines support the inclusion of a vehicle miles travelled (VMT) analysis as part of the project. Finally, the City has requested that we include an analysis of mitigation "triggers" to identify the appropriate implementation timeframe for impacted study intersections.

The purpose of this amendment is to provide an updated scope of work that includes the additional tasks necessary for completion of the Tasman East Specific Plan's Draft EIR. These additional tasks are discussed below.

SCOPE OF WORK

This contract amendment request includes the following additional tasks:

Task 1: Sensitivity Testing of Calle del Sol and Lick Mill Boulevard Extensions

Based on our recent discussions with the City and the project team, we will perform a "sensitivity analysis" for intersections along Calle del Mundo at the proposed Lick Mill Boulevard Extension,



Calle del Sol extension, and Lafayette Street. The purpose of this analysis will be to determine the potential timing for construction of these street extensions as development proceeds within the Specific Plan area.

In order to perform this analysis, we will evaluate the following 5 intersections:

- Calle del Mundo / Lafayette Street
- Calle del Mundo / Calle del Sol
- Calle del Mundo / Lick Mill Boulevard Extension
- Tasman Drive / Calle del Sol
- Calle de Luna / Calle del Sol

Each intersection will be evaluated with up to three configurations under background and cumulative traffic conditions. We will evaluate these intersection using the Traffix traffic analysis software program to determine expected peak hour traffic delay with and without street extensions to the City Place area. The roundabout option at Calle del Mundo / Calle del Sol will be evaluated using the HCH 2010 capacity method.

Based on these results, we will identify the approximate time period where extending the streets would be important for overall circulation to and from the Specific Plan area. The results of this analysis will be included as part of the Transportation Impact Analysis for the Tasman East Specific Plan EIR.

Task 2: Additional Study Intersections and Counts

Our original scope included analysis of up to 25 study intersections. Based on the draft estimated trip generation of the project, and anticipated distribution of trips, we have identified 33 potential study intersections that would meet the general threshold of having at least ten project vehicle trips per lane or that have been requested to be analyzed in EIR Notice of Preparation comment letters.

Of these proposed study intersections, most have existing count data available from the City Place project. However, some of these counts were conducted in 2013 or earlier. Based on consultation with the City, we will conduct new traffic counts at all intersections that do not have counts in 2014 or later. We have therefore included budget to conduct new intersection counts at up to 10 intersections as part of this task.



Task 3: Transit Delay Analysis for Buses and Rail Routes

The City has requested that we conduct a transit delay analysis for buses and rail routes in the vicinity of the Specific Plan. For the purposes of this task, transit network performance will be analyzed during the AM and PM peak hour based on the average transit vehicle delay associated with congestion at signalized intersections along a specified corridor with and without the Project.

The change in average transit vehicle delay will be determined using the following process:

- Review Traffix analysis software output for intersection delay. The average delay, by movement, at each intersection within a study corridor in the transit vehicle path of travel will be determined.
- The transit vehicle average delay due to congestion at intersections will be determined by summing the movement delay for each signalized intersection along the study transit corridor. The effects of transit signal priority or preemption will not be considered.
- Without and With Project average transit vehicle delay associated with congestion at intersections will be compared. Note that the transit vehicle dwell time at transit stops is not included in the analysis.

The City of Santa Clara and the VTA do not have documented standards related to transit corridor performance associated with congestion resulting from new development projects. The agencies also do not have a documented method for determining which transit corridors should be analyzed. For purposes of this study, the following routes within one mile of the Specific Plan area and that have full day service with a frequency of 30 minutes or less are analyzed:

- Route 902 – Tasman Drive: North First Street to Great America Parkway
- Route 57 – Great America Parkway: Mission College Boulevard to Tasman Drive
- Route 60 – Great America Parkway: Mission College Boulevard to Tasman Drive

Potential mitigation measures will consider improvements such as increased transit service frequencies, improved pedestrian/bicycle access, and other improvements to enhance transit travel and reduce conflicts with general automobile traffic.

A transit capacity analysis is neither required as part of the VTA TIA Guidelines, nor is in the latest Governor's Office of Planning and Research (OPR) guidance. As a result this task will focus primarily on transit delay, rather than transit capacity. However, given the nature of the Specific Plan and its proximity to transit, we propose to qualitatively evaluate the Project's effect on transit capacity at the Great America station, although this may not be identified as a Project impact.



Task 4: Bicycle and Pedestrian Quality of Service Analysis

Fehr & Peers will evaluate the pedestrian and bicycle QOS using the Charlotte Bicycle and Pedestrian LOS method at intersections outside of the Specific Plan area where changes to existing geometry would occur as part of the Project or be proposed as mitigation measures. We will conduct this analysis at up to 10 intersections.

The intersections will be evaluated under the following scenarios: (1) Existing Conditions; (2) Existing plus Project Conditions; (3) Background Conditions; (4) Background plus Project Conditions; (5) Cumulative Conditions; (6) Cumulative plus Project Conditions.

Task 5: VMT Analysis Based on Project Trip Generation

Our current scope of work does not include an evaluation of project Vehicle Miles Travelled (VMT). However, VMT has been proposed as a statewide metric for evaluating project transportation impacts in accordance with SB 743 and guidance prepared by the Governor's Office of Planning and Research (OPR). It has also been proposed by Caltrans in *Implementing Caltrans Strategic Management Plan 2015-2020 Consistent with SB 743 – Interim Guidance* (September 2016), prepared by the Local Development – Intergovernmental Review Program. As a result, we expect the need to conduct a detailed evaluation of project VMT effects as part of the TIA.

As part of this task, we will summarize the expected VMT generated by the proposed Specific Plan. We will also determine whether the VMT generated by the Specific Plan would result in a VMT per capita that would exceed 85 percent of the average VMT per capita for the region under the Plan Bay Area sustainable communities strategy and regional transportation plan.

If significant impacts are identified, Fehr & Peers will identify additional mitigations that might be needed to address daily traffic generation and vehicle miles travelled, including TDM strategies oriented toward reducing daily travel volumes, reducing trip length, strengthening active transportation, and maximizing use of low emission modes.

Fehr & Peers will incorporate the analysis results from the above tasks into the Project's Draft Transportation Impact Analysis (TIA) report. We will respond to one round of consolidated comments from City Staff on the analysis and incorporate changes into the Final TIA.



Task 6: Mitigation Triggers Analysis

This analysis will be conducted to determine the amount of Project traffic between Background and Cumulative conditions that will trigger each significant intersection impact. It will be conducted with the following steps:

- The AM and PM peak hour level of service calculations for each of the intersections with Background and Cumulative impacts will be selected and reviewed. We assume we will analyze up to 15 impacted intersections as part of this task.
- Increments of Project traffic starting with the background trip generation and ending with the cumulative trip generation will be added to each of the selected intersections.
- Levels of service will then be recalculated with each increment to identify the number of Project vehicle trips that would trigger a cumulative impact at each intersection based on the significance criteria.

The results will be summarized in a memorandum and added as an Appendix to the TIA report.

Task 7: Updated Existing Plus Project Scenario

This task will include developing a new scenario evaluating existing plus project conditions. This will include developing new trip generation estimates for the project independent of other development projects in the vicinity, and adding project-generated trips to existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods.

This analysis will be conducted for all study intersections and freeway analysis segments identified in Task 2 above. This analysis will be presented for informational purposes and will not be used to identify significant transportation impacts.

Task 8: Updated Trip Generation Results

Our understanding from the project team call on June 19 is that the project description will be updated to include an urban-style school (i.e. with limited playing field space). We will therefore update our current project trip generation analysis to incorporate the expected traffic generated by this school. We will rely on the City to provide the specific enrollment projections and anticipated student enrollment boundary prior to updating the trip generation results. The updated trip generation results will be incorporated into the project's transportation impact analysis.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PERKINS + WILL, INC.**

ADDENDUM TO EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed nine hundred fifty four thousand two hundred ninety five dollars (\$954, 295), subject to budget appropriations.

The additional Fee Schedules for the total amount of \$194, 870 are fully illustrated and attached to this Exhibit B.

TASMAN EAST BASIC AND ADDITIONAL SERVICES FEE SCHEDULE

REVISION B
12-Sep-17

Revised scope;
Narrower streets and revised lane configurations
Calle del Sol extension northward to boundary of City Place
Optional roundabout at Calle Del Sol/Calle de Luna
Optional 2 lanes/4 lanes on Lick Mill extension
Allow for possible 600 person 'urban' school
Minimum 10 acres public open space

		Principal		Project Manager		Senior Urban Designer		Landscape architect		Jr. UD/Production		Subtotal
		Hrs	\$ 285	Hrs	\$ 250	Hrs	\$ 185	Hrs	\$ 185	Hrs	\$ 125	
P+W Add. Service TASK 1	P+W reset; review, brainstorm, develop revised strategy and report outline, plan revised report content, solicit input from client where necessary	16	\$ 4,560	16	\$ 4,000	60	\$ 11,100	36	\$ 6,660	40	\$ 5,000	\$31,320
P+W Add. Service TASK 2	Client workshop in SF to review revised strategy, report outline and content and to agree and confirm all changes; P+W prepare, host and record	8	\$ 2,280	12	\$ 3,000	16	\$ 2,960	4	\$ 740	16	\$ 2,000	\$10,980
P+W Add. Service TASK 3	P+W prepare revised first draft report	8	\$ 2,280	8	\$ 2,000	40	\$ 7,400	20	\$ 3,700	60	\$ 7,500	\$22,880
P+W Add. Service TASK 4	Client review period and comments	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
P+W Add. Service TASK 5	Community meeting #4; P+W prepare presentation/graphic material, facilitate meeting and record feedback.	12	\$ 3,420	16	\$ 4,000	24	\$ 4,440	0	\$ -	40	\$ 5,000	\$16,860
P+W Add. Service TASK 6	P+W prepare final draft report in response to client comments and community feedback	16	\$ 4,560	16	\$ 4,000	60	\$ 11,100	12	\$ 2,220	60	\$ 7,500	\$29,380
P+W TASK 7	P+W participate as required in EIR analysis and preparation (included in base contract)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
P+W TASK 8	P+W attend City Council Hearing to adopt Specific Plan Report and EIR (included in base contract)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Fehr+Peers Add. service	Additional transportation analysis (lump sum)											\$79,950
BKF Add. service	Additional street alignment study (lump sum)											\$3,500
SUBTOTAL ADDITIONAL SERVICES												\$194,870
ORIGINAL AGREEMENT												\$759,425
REVISED NOT-TO-EXCEED AMOUNT												\$954,295



ENGINEERS
SURVEYORS
PLANNERS

BKF 20155173
2 August 2017

**Subject: Tasman East
Civil Engineering– Additional Services Request #1**

Project Manager: Christopher Mills

Task 1: Prepare Street Alignment Study

Scope of Work: BKF will evaluate options for raising Calle Del Sol to meet the proposed grades of the City Place project to the south. We will develop a vertical alignment for Calle del Sol and indicate the extents of impacts to the plan (fill slopes, retaining walls, areas where access to existing parcels will be limited).

Total Additional Service Request: \$3,500

1646 N. California
Blvd, Suite 400
Walnut Creek
California 94596
Tel 925.940.2200
Fax 925.940.2299
www.bkf.com

Tasman East Specific Plan - Additional Transportation Analysis

7/5/2017

Task	Principal	Associate	Engineer	Graphics	Admin	Total Hours	Labor	Other Direct Costs	Total Costs
<i>Hourly Rates --></i>	\$ 275	\$ 215	\$ 125	\$ 120	\$ 115				
DRAFT EIR									
Additional Tasks									
Sensitivity Analysis - del Sol and Lick Mill	8	12	75	2	6	103	\$ 15,085	\$ 600	\$ 15,685
Additional Study Intersections	4	8	40	8	8	68	\$ 9,700	\$ 5,000	\$ 14,700
Transit Delay Analysis	4	0	40	2	4	50	\$ 6,800	\$ 300	\$ 7,100
Ped/Bike QOS Analysis	4	5	55	4	4	72	\$ 9,990	\$ 475	\$ 10,465
VMT Analysis	2	6	32	0	4	44	\$ 6,300	\$ 300	\$ 6,600
Mitigation Triggers Analysis	4	12	44	0	4	64	\$ 9,640	\$ 450	\$ 10,090
Updated Existing plus Project Scenario	6	12	56	4	6	84	\$ 12,400	\$ 600	\$ 13,000
Updated Trip Generation Estimates	2	2	8	0	2	14	\$ 2,210	\$ 100	\$ 2,310
Total	34	57	350	20	38	499	\$ 72,125	\$ 7,825	\$ 79,950

Dennis Dornan
June 30, 2017



FEE AND SCHEDULE

The additional budget to complete these tasks is \$79,950. This includes all staff time, as well as direct expenses.

This agreement will be governed by the terms of our Subcontract dated April 2016. This work will be completed within six weeks of our receipt of a fully-executed contract amendment.

Should you have any questions, please feel free to call me at (408) 645-7018. Otherwise, please provide a contract amendment at your earliest convenience. We appreciate the opportunity to continue working with you on this project.

Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read 'Matt Haynes', located below the typed name.

Matt Haynes
Principal

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 28, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide professional services for the creation of a Tasman East Specific Plan and supporting Environmental Impact Report, and the Parties now wish to amend the Original Agreement to expand upon the original Scope of Services.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Exhibit A, "Scope of Services," is appended to include additional services from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached document entitled "Tasman East Focus Area Plan Additional Services" dated November 5, 2018.

That Exhibit B, "Fee Schedule," is appended to include additional cost details from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached "Tasman East Basic and Additional Services Fee Schedule." The original Fee Schedule is hereby amended by increasing the total payment by one hundred eighty six thousand five hundred eighty seven dollars (\$186,587), for a new total not to exceed amount of one million one hundred forty thousand eight hundred eighty two dollars (\$1,140,882).

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.


3. 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 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:


BRIAN DOYLE
City Attorney

Dated:

11/24/19

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PERKINS + WILL, INC.
a Delaware corporation

Dated: 02.04.2019
By (Signature): 
Name: Geeti Silwal
Title: Principal-in-Charge
Principal Place of Business Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105
Email Address: Geeti.silwal@perkinswill.com
Telephone: (415) 856-3000
Fax: (415) 856-3001

"CONTRACTOR"

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Amendmnet No 2\Amendment No. 2 - Perkins and Will.doc

TASMAN EAST FOCUS AREA PLAN ADDITIONAL SERVICES

November 5, 2018

Perkins + Will

TASK 9: Ongoing professional services during extended Traffic Assessment Analysis Task.

TASK 10: Prepare for, attend and issue summary report for second developer meeting early May 2018 and incorporate any agreed revisions to the draft Specific Plan report.

TASK 11: Prepare for and attend second City Council study session June 26 2018.

TASK 12: Respond to multiple rounds of partial stakeholder and City staff comments on second draft report and reissue draft report for review and discussion at various City staff/stakeholder meetings May and June 2018.

TASK 13: Prepare for and attend third City Council study session early September 2018.

TASK 14: Allow for final round of comments from Developers/Stakeholders to ensure compatibility of Design Intent and Guidelines with known developer proposals. Finalize report upon completion of all negotiations and agreed revisions with developers.

TASK 15: Prepare two street level renderings indicating scale, character and location of potential development, including streetscape improvements and any public open space which may appear in the selected viewpoints. P+W to work with City staff to select rendering viewpoints.

TASK 16: Attend 4 meetings with developers at City Hall in August and September 2018 to review developer concerns regarding building controls, open space and TDM measures.

TASK 17: Prepare for and attend Planning Commission study session September 2018 and Planning Commission hearing October 2018.

David J. Powers and Associates

Service CA2.1: Following initiation of the EIR preparation, the project description was modified to include a 600 student school within the Plan Area which required circulation of a revised NOP and review of additional public comments on the project. Three iterations of the proposed Specific Plan have also been prepared, requiring review of the project details to ensure the accuracy of the EIR project description and impact analysis. The project has also required review of several iterations of the transportation impact analysis scope of work and review of multiple iterations of the draft transportation impact analysis. Our original scope of work also assumed the Specific Plan EIR process would be completed in one year. The current total estimated schedule for the EIR is 2.5 years which has contributed to the need for additional effort to complete the EIR process.

Service CA2.2: This budget amendment request covers work to complete the Draft EIR and Final EIR for the project. Completion of the Draft EIR required a significant amount of coordination with the City and their outside counsel to revise administrative drafts of the document and finalize the Draft EIR. The work included additional services by the project biologists to reach conclusions on the impacts of the project and discuss their findings with the City. Those services included responding to several rounds of comments on the biological resources report, participating in conference calls, and performing additional analyses related to the potential for birds to collide with tall buildings and for tall buildings to reduce habitat quality in adjacent areas. DJP&A review and coordination of revised Specific Plan roadway network exhibits and attendance at additional meetings and conference calls was also required. This contract amendment assumes approximately 89 hours of DJP&A staff time to complete the Final EIR for the project, attend coordination meetings, and attend hearings for the Specific Plan. The cost to complete the Final EIR is anticipated to be \$15,125 for DJP&A staff time and \$5,382 for the additional biological services, a total of \$20,507. This cost estimate assumes that comments received on the Draft EIR for the Specific Plan do not exceed 25 total pages in length or result in the need for additional technical analysis.

Fehr+Peers

Additional transportation impacts analysis as requested by City DOT staff.

TASMAN EAST BASIC AND ADDITIONAL SERVICES FEE SCHEDULE

REVISION J

5-Nov-18

[illegible]

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017 and Amendment No. 2, dated February 4, 2019. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Original Agreement as Amended to expand the Scope of Services to prepare an amendment to the approved Tasman East Specific Plan.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That Section 5 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to revise the termination date of the Agreement to June 30, 2020.
- B. That Exhibit A, entitled "Scope of Services," of the Original Agreement as Amended, is hereby appended to include the attached document entitled "Additional Scope of Services."
- C. That Exhibit B, entitled "Fee Schedule," of the Original Agreement as Amended, is hereby appended to include the attached "Budget for Additional Services."

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No.3 shall control.

3. COUNTERPARTS

This Amendment No. 3 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 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: 8-27-19



BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PERKINS + WILL, INC.
a Delaware corporation

Dated: AUGUST 13, 2019

By (Signature): 

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105

Email Address: Geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONTRACTOR"

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Amendment No 3\Amendment No. 3 - Form.doc

EXHIBIT A ADDITIONAL SCOPE OF SERVICES

The additional Services to be performed for the City by the Contractor under this Amended Agreement are set forth below.

1. OUTLINE SCOPE OF WORK

A. Strategic Economics (SE)

- **District-Based Funding Options for Operations and Maintenance:** SE will assist the City in examining district-based funding mechanisms that can support operations, programming, and maintenance of the Calle del Sol extension plaza, and will provide a recommendation as to which mechanism is most appropriate. The examined options will include business improvement districts, property-based improvement districts, and community benefit districts. Each of these districts provides sufficient funding for basic operations and maintenance (but not major capital improvements or land acquisition) and creates a local entity that can represent the interests of local stakeholders. The districts vary, however, in whether businesses, property owners, and/or residents contribute funding. Strategic Economics will first provide an explanation of how each district type is funded and structured, and the pros and cons of implementing the district in Tasman East. These pros and cons will focus on qualitative considerations such as stakeholder interest, the relationship of contributors to the likely benefits provided, etc.
- Based on this information, Strategic Economics will then work with City staff to determine which structure would be implementable and appropriate for Tasman East. As part of this effort, Strategic Economics staff will participate in calls with City staff, up to one in-person meeting with staff, and participate in up to one in-person meeting with developers and property owners in the Tasman East area to present the findings of the initial pros/cons memo.
- Deliverables:
 - Draft memo providing explanation of different district-based funding mechanisms and their pros and cons for the Tasman East area.
 - Final revised version of draft memo that identifies the selected district-based funding mechanism, the reasons for its selection, and the next steps to be undertaken for the mechanism's implementation

- **Plan Revisions:** SE will update sections of the plan as-needed, including incorporation of new findings regarding district-based tools selection and implementation.

B. David J. Powers and Associates / Fehr and Peers

- Prepare EIR addendum to represent revised circulation and access strategy, including text and graphics

C. Perkins + Will

- Develop layout of bike and pedestrian route and possible new mid-block plaza
- Coordinate with developers to ensure compatibility of Specific Plan addendum and developer proposals for public realm
- Update all text and diagrams in Specific Plan Report which are affected by the revised Calle del Sol extension layout
- Create any new diagrams, plans, sections which are necessary to communicate the revised layout
- Coordinate with SE, DJP&A and F&P to ensure compatibility of all updates
- Coordinate with CSC planning staff and City Manager's Office to confirm preferred option(s) and layout
- General team management, contract amendment, invoices etc.

2. SCHEDULE

Six to eight weeks, including two to four weeks for internal CSC decision-making process

EXHIBIT B
BUDGET FOR ADDITIONAL SCOPE OF SERVICES

For the additional services described in Exhibit A, the cost of said services will be as follows:

Strategic Economics (SE)	\$15,550
David J. Powers & Associates (DJP) and Fehr & Peers (FP)	\$10,000
Perkins + Will, Inc. (P+W)	\$20,000
Total	\$45,550

Combined with the previous scope of services, the total value of this agreement shall not exceed one million one hundred eighty-six thousand four hundred thirty-two dollars (\$1,186,432).



Agenda Report

21-757

Agenda Date: 7/6/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 4 to the Agreement for Professional Services with Perkins + Will for the Tasman East Specific Plan and Related Budget Amendment

COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development

BACKGROUND

In 2016, the City conducted a competitive Request for Proposal (RFP) for professional services to assist City staff with preparation of a Specific Plan and an associated Environmental Impact Report (EIR) for the Tasman East Focus Area. Through this process, Perkins + Will was selected and awarded an agreement with a completion date of September 30, 2017. (See attached Attachment #2 for Executed Original Agreement and Agenda Report.)

In October 2017, the agreement was amended to include additional traffic modeling to determine the Specific Plan's impact on greenhouse gas emissions and to incorporate those revisions into the EIR as well as the Specific Plan document. (See attached Attachment #3 for Executed Amendment No. 1 and Agenda Report.)

In January 2019, the agreement was amended to include additional outreach with key stakeholders and to finalize the environmental analysis that was needed to complete the Specific Plan process. (See Attachment #4 for Executed Amendment No. 2 and Report to Council.)

In August 2019, the agreement was amended for Perkins + Will to perform additional analysis related to maintaining the Primavera sewer lift station in its current location and reconfiguring the proposed Calle del Sol extension into a pedestrian paseo. (See Attachment #5 for the Executed Amendment No. 3 and Report to Council.)

The Tasman East Specific Plan was adopted by the City Council in November 2018. Of the 4,500 units supported through the adopted specific plan, developers have submitted applications for a total of 4,484 units on approximately two-thirds of the available land development area. Given the continued demand to provide new housing in the Tasman East area, the opportunity to gain additional unit yield within an area already planned for housing, and the benefit of building out a complete residential mixed-use neighborhood as envisioned within the Specific Plan, the City is considering creating additional capacity in the Tasman East area by preparing an amendment to the Specific Plan and conducting environmental clearance to add 1,500 residential units within the Tasman East Specific Plan boundaries. To undertake the process, the City is proposing to amend its contract with Perkins + Will, the planning consultants used for the original specific plan. The proposed contract amendment for \$275,000 would increase the not-to-exceed amount to

\$1,461,432 and extend the agreement through June 30, 2022. The scope of tasks and budget to develop a Specific Plan Amendment to allow up to an additional 1,500 residential units in Tasman East include:

- \$52,000 for the preparation of the Specific Plan Amendment document including the updated land use plan and diagrams;
- \$106,000 to conduct Level of Service and Vehicle Miles Traveled traffic analysis;
- \$6,500 to update existing utility conditions which may have changed since the original Specific Plan preparation and make recommendations for potential infrastructure upgrades or future analyses that may be required to accommodate the projected demands;
- \$84,984 to prepare the Subsequent Environmental Impact Report for the project in accordance with the California Environmental Quality Act; and
- \$25,516 to be available for contingency purposes.

In addition to the required environmental review for 1,500 additional units, the contract amendment would also include a transportation analysis that details the effects of additional traffic on surrounding roadways, and a building form study to determine if additional design controls are necessary as a part of updating the specific plan to create more residential capacity.

The proposed Amendment No. 4 was initially discussed at the March 9, 2021 City Council meeting. During the Council discussion some Councilmembers expressed concern with approving the contract and thus allowing preparation of an amendment to the Specific Plan that would allow up to an additional 1,500 housing units without first better understanding the City's strategy for providing amenities to support the additional housing growth. Because the Amendment costs would be funded by a grant received by the City, approval of the contract and associated budget action requires five affirmative votes from the City Council. Following the discussion on March 9, the City Council voted 4-3 in favor of approving the contract Amendment and therefore did not approve the requested Amendment. The City Council then directed staff to return to the City Council with additional information on proposed amenities.

In April 2021 the American Planning Association California Chapter Northern Section selected the Tasman East Specific Plan as the 2021 winner of the Chapter's Award of Excellence for a Large Jurisdiction Comprehensive Plan. In nominating the Specific Plan for this award the City highlighted the Plan's focus on placemaking and amenities that contribute toward the development of a complete neighborhood.

DISCUSSION

At the March 10, 2021 City Council meeting, in response to the Council's questions about the proposed contract amendment and overall planning approach for the Tasman East Specific Plan, staff provided the following information:

1. The proposed amendment would allow staff to engage a consultant and begin the process of preparing an update to the Specific Plan.
2. The planning process would provide opportunity to address the Council's concerns regarding planning for parklands and amenities as part of the proposed Specific Plan amendment.
3. The number of units to be added to the Specific Plan has not been finalized. The contract amendment is described as allowing up to 1,500 residential units to be added to the 4,500 already supported by the Specific Plan.
4. The City Council previously reviewed staff proposal to amend the Specific Plan to add more

- units and approved the City's application for a grant to fund the planning work.
5. The City received a grant of \$310,000 from the State for the proposed Specific Plan amendment. This grant would fully fund the consultant costs and is intended to be applied to project's that add to the City's housing capacity.
 6. Implementation of the Specific Plan has been very successful, with 4,485 units (of the 4,500 available) in the permitting process, including two 100% affordable projects, one of which is now under construction (Attachment 1).

Following discussion, the City Council directed staff to continue the item for a full presentation at a future meeting. Staff will provide a presentation at the July 6, 2021 City Council hearing. The following additional information is being provided in advance of the meeting to support the presentation.

Development Activity

The City has received eleven project applications within the Tasman East Specific Plan area (Attachment 2). These applications generally account for all of the units available (4,485 of 4,500), but utilize only about 65% of the Plan area. Notably, these include two 100% affordable projects and a senior housing project that will provide a mix of traditional senior units, as well as assisted and memory care units. The architecture and construction type also varies considerably between the projects.

Public Parklands and Open Space

The Tasman East Specific Plan will include a mix of public and private amenities. Public amenities include public park space, publicly accessible privately owned spaces (e.g., plazas, parklets and greenways), and private amenities (located within buildings and accessible to residents of the building). As part of the development of the Specific Plan, staff reviewed the Specific Plan open space strategy with the City Council on multiple occasions and per the direction of the City Council, the amount of open space was increased from 5 acres (public parkland) to 10 acres (5 acres of public parkland plus 5 acres of privately owned open space with private open spaces areas counted as 50% of their area). This approach was formally adopted as the Specific Plan Open Space Framework (Attachment 3).

Pending or approved projects include dedication for approximately 3.78 of the 5.0 acres planned for the area. This is consistent with the Open Space Framework in that 1.0 of parkland is planned for the Central area which has not yet had project in the vicinity of the planned park. The balance of 0.22 acres is accounted for by the fact that the 100% affordable St. Anton project utilizes an exception to the City's dedication requirement as allowed under State law for 100% affordable housing projects.

Eventual development within the Central area would be expected to deliver the 1.0 acres of dedicated parkland planned for that area. However, as part of the proposed process to prepare an Amendment to the Specific Plan, staff is recommending that the appropriate amount of parkland be evaluated and increased along with the proposed addition of residential units.

Applications on file as designed would deliver 4.58 acres of Open Space as defined in the Specific Plan. Like the planned park areas, one component of the Open Space, the greenways, is also tied to specific areas of the Plan and would be further expanded as development proceeds within the Central and Station districts. A significant portion of the Open Space area is however tied to

development and so a greater portion has been achieved with the initial applications. As with the parkland, the planned amount of open space could be increased as part of the preparation of a Plan amendment.

Attachment 4 illustrates the combined parkland and open space area (8.36 acres) provided through the initial planning applications which each project site plan overlayed upon the existing condition aerial photo.

On-site Amenities

Each of the projects includes a considerable amount of on-site amenities for their residents. As an illustration of this, the amenities for five of the projects are listed in Attachment 5. Residents will have access to swimming pools, BBQ facilities, co-working space, a variety of lounges, fitness centers, game rooms, etc.

Local Context

Calle de Luna will serve as the new 'main street' for the Tasman East neighborhood, including a mix of restaurants and other retail uses. It is also significant that the neighborhood is adjacent to the Related Santa Clara development which will provide ready access to a wide variety of restaurants and other recreational amenities.

Reason for Contract Amendment

While the original contract with Perkins + Will was intended to be comprehensive, the first two amendments (Amendment No 1 and Amendment No 2) were necessary to address the need for additional environmental analysis identified through the initial environmental review process and to address changes in CEQA requirements. As the City undertook implementation of the Specific Plan, it further became apparent that modifications to the Plan would be helpful to achieve the City's objective of supporting the near-term development of much needed housing while also maintaining the overall Plan goals and objectives. The current amendment is desirable as it would allow the City to further achieve those goals and objectives by allowing additional residential development within the Plan area. Amendments to Specific Plans are not unusual as issues can be identified through implementation of the Plan that were not anticipated at the beginning of the planning process when the original contract scope was developed. In this case, the success of the Plan and the strong housing market have resulted in an accelerated implementation process and the need to amend the consultant contract to make amendments to the Plan in the near term.

ENVIRONMENTAL REVIEW

The Tasman East Specific Plan was analyzed under an EIR adopted and certified by the City Council on November 13, 2018. An addendum to the Environmental Impact Report that provided additional analysis related to the Calle del Sol paseo was prepared in conjunction with Amendment No. 3, which was adopted by the Council on November 17, 2020. A Subsequent Environmental Impact Report (SEIR) that details the changes to the environment based on the expanded scope will be prepared in accordance with the scope of work proposed under this Amendment.

FISCAL IMPACT

The project is being funded through the State's Planning Grants program. The proposed amendment was specifically funded by the Planning Grants Program, and the City of Santa Clara was awarded \$310,000 for this purpose (Attachment 6). This is a reimbursable grant, so the following budget

amendment is recommended to appropriate the full grant award. As the City meets deliverables within this grant, staff will apply for reimbursement of costs. The remaining \$35,000 of the grant funding will be used to cover costs related to City-completed Water and Sewer technical reports, recordation fees, mailings, public outreach, and other project expenses.

FY 2021/22 Budget Amendment

	Current Budget	Increase / (Decrease)	Revised Budget
Other City Departments Operating Grant Trust Fund			
<u>Revenue</u>			
Grant Funding - State's Planning Grants Program	\$0	\$310,000	\$310,000
<u>Expenditures</u>			
Planning Grants Program	\$0	\$310,000	\$310,000

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Consistent with **City Charter Section 1305**, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2021/22 budget amendment in the Other City Departments Operating Grant Trust Fund to recognize grant revenue in the amount of \$310,000 and establish a Planning Grants Program appropriation in the amount of \$310,000 (five affirmative council votes required to appropriate additional revenue); and
2. Authorize the City Manager to execute Amendment No. 4 to the Agreement with Perkins + Will for professional services to prepare the Amendment to the Tasman East Specific Plan to allow up to 1,500 additional units in the Tasman East area, along with preparation of the associated environmental clearance by increasing the amount of the agreement by \$275,000 and extending the term of the agreement through June 30, 2022 for a revised not-to-exceed maximum compensation of \$1,461,432.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Tasman East St. Anton Project under construction
2. Tasman East Planning Applications
3. Tasman East Specific Plan Open Space Framework Diagram
4. Tasman East Green Spaces
5. Tasman East Project Amenities
6. Amendment No. 4 with Perkins + Will
7. Original Executed Agreement and Agenda Item #13.B
8. Amendment No. 1 and Agenda Item #13.B6
9. Amendment No. 2 and RTC 19-1515
10. Amendment No. 3 and RTC 19-736
11. Planning Grants Program (PGP) Award Letter

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 27, 2017, Amendment No. 2 dated February 4, 2019, and Amendment No. 3 dated August 27, 2019, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to prepare an amendment to the approved Tasman East Specific Plan, to draft a Subsequent Environmental Impact Report, to increase the amount of compensation, and to extend the agreement through June 30, 2022, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement", is hereby amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement terminate on June 30, 2022."

2. Exhibit A of the Agreement as Amended, entitled "Additional Scope of Services ", is hereby amended to read as shown in Fourth Revised Exhibit A, Scope of Services, attached and incorporated into this Amendment No. 4.
3. Exhibit B of the Agreement as Amended, entitled "Budget for Additional Scope of Services", is hereby amended to read as shown in Fourth Revised Exhibit B, Fee Schedule, attached and incorporated into this Amendment No. 4.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

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

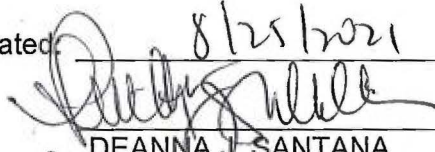
Approved as to Form:

Alexander
Abbe for

Digitally signed by Alexander
Abbe for
Date: 2021.08.25 09:42:51
+07'00'

BRIAN DOYLE
City Attorney

Dated: 8/25/2021



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PERKINS + WILL, INC
A DELAWARE CORPORATION

Dated: **18 February 2021**

By (Signature):

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300
San Francisco, CA 94107

Email Address: geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONTRACTOR"

FOURTH REVISED EXHIBIT A SCOPE OF SERVICES

The additional services to be performed for the City of Santa Clara ("City") by the Contractor under this Amended Agreement are set forth below. The additional services include contributions from Perkins & Will (Contractor) and the following subcontractors: BKF, Fehr & Peers, David J. Powers & Partners, and Strategic Economics.

1. Perkins & Will shall provide the following services:

- 1.1. Task 1: Contractor will make any necessary edits to the Specific Plan Report, including any changes from Fehr & Peers (F+P) and David J. Powers & Partners (DJP&A).
- 1.2. Task 2: Contractor will provide overall management of consultant team and client interface (for approximately 52 weeks, which DJP&A states is the required duration for subsequent Environmental Impact Report).
- 1.3. Task 3: Contractor will evaluate the impacts on urban form of an increase of up to 1,500 units on properties within the site boundary that have not yet been included in the known 'pipeline' projects of developers, either on file or pending applications. This Task 3 deliverable may be included within the Specific Plan Report; or it may be maintained as a separate document for the benefit of CSC Staff to understand the dynamics of development opportunities and the impacts of the potential consolidation of properties.
 - 1.3.1. Contractor will build an 'existing conditions' base model, including 3D modeling, of the 3,949 residential units in the planning pipeline (based on information provided by City staff or the proponents), plus all other existing buildings.
 - 1.3.2. Contractor will investigate various scenarios, specific below, for how the remaining units might be accommodated on site, in compliance with the approved design controls (tower separation, densities, etc.) in the Specific Plan Report.
 - With no further consolidation of properties (this approach may not even yield 6,000 units because of the size of the non-consolidated properties, but it will provide a new 'benchmark' of how much development could be anticipated if each property owner redeveloped independently)
 - With modest consolidation of properties
 - With widespread consolidation of properties
 - 1.3.3. Contractor shall prepare visuals for review and comment by City staff and optional City Council study session.
 - 1.3.4. Contractor will incorporate City feedback and finalize deliverables, showing a realistic range of options for how development may occur.

- 1.3.5. Contractor will develop any necessary additional massing controls and building design guidelines to ensure additional development will be compliant with the City's expectations.

2. BKF Scope of Services

- 2.1. See Appendix A.1 incorporated herein.

3. Fehr & Peers Scope of Services

- 3.1. See Appendix A.1 incorporated herein.

4. David J. Power & Associates (DJP&A) Scope of Services

- 4.1. See Appendix A.1 incorporated herein.
- 4.2. Assumptions by DJP&A:
 - 4.2.1. Given that this EIR will be focused on issues related to the development increase DJP&A only assumed one Administrative Draft EIR and then a Screencheck version prior to printing, to reduce the overall schedule.
 - 4.2.2. DJP&A have allowed 10 weeks for the TIA after the City approves the trip generation assumptions (approximately four (4) months total).

5. Strategic Economics Scope of Services

- 5.1. Per correspondence with City staff, the market study and fiscal impact analysis do not need to be updated for this project. In the absence of a clearly defined scope of services Strategic Economics will be available on-call for advisory services to City staff and other members of the design team. This would potentially include qualitative assessment and guidance regarding potential changes to the plan area's mix of land uses and their locations. Any on-call work would be funded from the project contingency and be subject to prior approval from City staff.

Exhibit A Appendix A.1
Subcontractor Scope of Services

1. BKF Scope of Services

Task 1: Evaluate Infrastructure Impacts

Scope of Work: BKF will meet with City of Santa Clara Water and Sewer Utilities Department, Silicon Valley Power, and PG&E to update existing conditions that may have changed since 2017. This research will include documenting any known upgrades to downstream sewer mains and pump stations that have been implemented or are planned, as well as improvements to the transmission and distribution systems for gas, water and electricity. Additionally, BKF will update documents prepared in 2017 to add 1,500 residential units to the proposed development scenarios and make recommendations for potential infrastructure upgrades or future analyses that may be required to accommodate the projected demands. The updated documents will include sewer and water demand projections that can be used by City Staff to prepare a Water Supply Assessment and perform further hydraulic analyses in-house as-needed.

35 Estimated Hours

2. Fehr & Peers Scope of Services

TASK 1: SPECIFIC PLAN UPDATE

Fehr & Peers will work with the Perkins + Will team to update relevant sections of the Tasman East Specific Plan. Based on discussions with the City, Fehr & Peers understand there is a desire to update select portions of the specific plan, potentially including parking, TDM, street layout, and related circulation policies. Fehr & Peers have allocated up to 48 hours for this task.

TASK 2: TRANSPORTATION IMPACT ANALYSIS

Fehr & Peers will prepare a Transportation Impact Analysis (TIA) for use in the Specific Plan EIR.

The operations of up to 20 intersections and 20 freeway segments will be evaluated during the weekday morning (AM) and evening (PM) peak hours for the scenarios as shown below. If the project size is large enough such that more than 20 intersections could potentially be impacted and the City determines there

is a need to include additional intersections, Fehr & Peers will analyze more intersections for an additional fee.

Scenario 1: *Existing Conditions* - Existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods, plus previously approved trips from the current version of the Tasman East Specific Plan.

Scenario 2: *Background Conditions* - Existing volumes plus traffic from approved but not yet constructed and unoccupied developments in the area, including Phases 1-3 of City Place and previously approved trips from the current version of the Tasman East Specific Plan.

Scenario 3: *Background Plus Project Conditions* - Background volumes from Scenario 2 plus project traffic.

Scenario 4: *Cumulative No Project Conditions* – Fehr & Peers will use VTA's model refined for the proposed City Place Project, which includes approved trips from the current version of the Tasman East Specific Plan.

Scenario 5: *Cumulative Plus Project Conditions* – Scenario 4 volumes plus traffic generated by the Project.

Fehr & Peers will use the VTA Transportation Impact Analysis Guidelines and the TRAFFIX software package to analyze transportation impacts and intersection operations. Freeway segments will be analyzed in accordance with VTA guidelines. The TIA will also address potential impacts to transit service, bicycle activity, and pedestrian activity.

Task 2.1: Initial Trip Generation Estimates, Data Collection and Evaluation of Existing Conditions

Under this task, Fehr & Peers will develop vehicle trip generation estimates, along with trip distribution, and trip assignment for the proposed project. Initial project vehicle trip generation estimates, distribution patterns, and assignments will be submitted to City staff for review and will be refined if necessary to respond to their comments.

Once the final scope is approved by the City, Fehr & Peers will compile and review the available background documents relevant to the study area. Fehr & Peers will collect the following information for transportation facilities within the project area:

Motor Vehicle Traffic: Fehr & Peers has budgeted for analysis of up to 20 intersections and 20 freeway segments, to be confirmed by the City once initial

trip generation estimates are developed. The final set of intersections and freeways segments will be selected based on consultation with the City. Due to the current COVID pandemic, Fehr & Peers will not conduct new traffic counts at any new intersections. Instead, Fehr & Peers will use previous counts provided by the City and apply a reasonable growth factor to estimate traffic volumes that would exist under ordinary, non-pandemic conditions.

This task includes a site visit to observe peak hour transportation operations, obtain lane configurations, and other site specifics such as physical characteristics of the site and the surrounding transportation network.

Transit, Pedestrian and Bicycle Conditions: Fehr & Peers will also update the description of existing transit service, bicycle conditions and pedestrian conditions in the vicinity of the Specific Plan.

Task 2.2: Evaluate No Project Conditions

Fehr & Peers will evaluate a No Project scenario under Background and Cumulative Conditions. Volumes for Background Conditions will be derived accounting for approved, but not yet constructed projects in the Plan area.

Volumes for Cumulative Conditions will be obtained from the City Place version of the VTA's travel demand model. The City Place version of the VTA travel demand model has been validated and calibrated.

Task 2.3: Evaluate Project Conditions

Fehr & Peers will adjust the volumes developed in the Background and Cumulative No Project scenario to account for improvements to circulation and transportation demand management strategies from the Project. Once estimates of vehicle trip generation have been developed, the directions of approach and departure of trips will be estimated based on the locations of complementary land uses, existing travel patterns in the area, and proposed modifications of the roadway network. The project vehicle trip generation estimates, distribution pattern, and assignments will be refined to respond to comments received from City staff. Intersection LOS calculations will be conducted to estimate the LOS of the study locations during the AM and PM peak hours after completion of the proposed project.

Task 2.4: VMT Analysis

VMT has been adopted as a statewide metric for evaluating project transportation impacts in accordance with SB 743 and guidance prepared by the Governor's Office of Planning and Research (OPR). VMT is presumed to be less than

significant due to the Specific Plan area's proximity to high-frequency transit; as a result Fehr & Peers will not conduct a quantitative analysis of VMT but will instead qualitatively discuss why VMT effects are expected to be less than significant.

VTA's new VMT Evaluation Tool will be used to support the qualitative assessment and confirm the Specific Plan area meets eligible VMT screening criteria. A more detailed quantitative analysis of VMT effects can be completed as an optional task.

Task 2.5: Transit Delay Analysis for Buses and Rail Routes

Fehr & Peers will conduct a transit delay analysis for buses and rail routes in the vicinity of the Specific Plan. For the purposes of this task, transit network performance will be analyzed during the AM and PM peak hour based on the average transit vehicle delay associated with congestion at signalized intersections along a specified corridor with and without the Project.

The change in average transit vehicle delay will be determined using the following process:

- Review Traffix analysis software output for intersection delay. The average delay, by movement, at each intersection within a study corridor in the transit vehicle path of travel will be determined.
- The transit vehicle average delay due to congestion at intersections will be determined by summing the movement delay for each signalized intersection along the study transit corridor. The effects of transit signal priority or preemption will not be considered.
- Without and With Project average transit vehicle delay associated with congestion at intersections will be compared. Note that the transit vehicle dwell time at transit stops is not included in the analysis.

The City of Santa Clara and the VTA do not have documented standards related to transit corridor performance associated with congestion resulting from new development projects. The agencies also do not have a documented method for determining which transit corridors should be analyzed. For purposes of this study, the following routes within one mile of the Specific Plan area and that have full day service with a frequency of 30 minutes or less will be analyzed:

- VTA Orange Line – Tasman Drive: North First Street to Great America Parkway
- VTA Green Line – Tasman Drive: North First Street to Great America Parkway

- Route 57 – Great America Parkway: Mission College Boulevard to Tasman Drive
- Route 59 – Great America Parkway: Mission College Boulevard to Tasman Drive

Potential mitigation measures will consider improvements such as increased transit service frequencies, improved pedestrian/bicycle access, and other improvements to enhance transit travel and reduce conflicts with general automobile traffic.

A transit capacity analysis is neither required as part of the VTA TIA Guidelines, nor is in the latest Governor's Office of Planning and Research (OPR) guidance. As a result this task will focus primarily on transit delay, rather than transit capacity. However, given the nature of the Specific Plan and its proximity to transit, Fehr & Peers propose to qualitatively evaluate the Project's effect on transit capacity at the Great America station, although this may not be identified as a Project impact.

Task 2.6: Identify Significant Operational Impacts, Recommend Mitigation Measures

The results of the analysis for the Project will be compared to the results for the corresponding No Project Conditions for the scenarios as described above to identify roadway impacts. Significant transportation impacts will be identified based on the City of Santa Clara's non-CEQA operational standard and in keeping with current state of the practice. If significant operational impacts are identified, Fehr & Peers will recommend feasible mitigation measures, such as TDM strategies and other innovative methods.

A morning and evening left-turn queuing evaluation will be conducted under Existing and Background Conditions at impacted intersection locations. Specifically, Fehr & Peers will compare the 95th percentile queues from TRAFFIX output between the appropriate No Project and Plus Project scenarios. This analysis will be conducted for up to ten movements at locations where the project adds enough traffic that available storage may need to be modified. Per TIA guidelines, the queuing evaluation is required for only the near-term analysis and will not be conducted for Cumulative Conditions.

A freeway ramp queuing analysis will be conducted for freeway ramp intersections to confirm that project trips will not result in queue backups to the project mainline or require modifications to ramp metering rates. Ramp analysis will be conducted for all study intersections with on- or off-ramps and will be evaluated for Existing and Background scenarios. Queue lengths will be reported based on Traffix analysis outputs only; no additional analysis of queuing using other traffic analysis software programs is assumed to be part of this task.

The effect of the project on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Similarly, Fehr & Peers will ensure efficient linkages with existing and potential future transit, bicycle and pedestrian facilities. Fehr & Peers will present specific mitigation measures that ensure adequate pedestrian, bicycle, transit, and automobile circulation within the project site and integration with the area's existing facilities.

Task 2.6: Documentation

Fehr & Peers will document our findings in a report that will include text, graphics, and tables to describe study analysis methods and results, the potential impacts of the proposed project, and corresponding mitigation measures. Fehr & Peers will submit one hard copy of the Administrative Draft TIA report and one separately bound appendix, plus one electronic version for review by the City. This scope assumes up to 24 staff hours to respond to all comments on the Administrative Draft TIA report and prepare the Draft TIA.

Fehr & Peers will submit the Draft TIA report and Appendix for review by the City, VTA, and other agencies as applicable. This scope assumes up to 16 staff hours to respond to comments on the Draft TIA report received from the City of Santa Clara. Once the comments have been incorporated, Fehr & Peers will produce a Final TIA report and submit one hard copy and one electronic copy to City staff. Each copy will have the report and appendices bound separately.

Deliverables:

- Administrative Draft Transportation Impact Analysis
- Agency Draft Transportation Impact Analysis
- Final Transportation Impact Analysis Chapter/Appendix for the Draft EIR

Task 2.7: Response to Comments

Fehr & Peers will prepare response to comments received during the public review period regarding transportation and circulation.

Deliverables:

- Response to comments in written form

TASK 3: EIR CERTIFICATION AND ADOPTION

Fehr & Peers will assist with updates to the TIA to be included in the Final EIR based off comments received in Task 2 as well as changes adopted by either the Planning Commission or City Council.

Deliverables:

- Updated/Revised Transportation Impact Analysis Chapter/Appendix for the Final EIR

TASK 4: MEETINGS

Fehr & Peers will participate in up to 6 project team conference calls as part of this task. Fehr & Peers will also attend up to 2 public hearings as part of Specific Plan adoption.

3. David J. Powers and Associates (DJP&A) Scope of Services

Per California Environmental Quality Act (CEQA) Guidelines Section 15162, 15163, and 15164, when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that substantial changes to the project or circumstances under which the project is undertaken would result in new or greater significant impacts than previously disclosed in the certified EIR.

Modifications to the TESP may have significant impacts on air quality, greenhouse gas emissions, noise, and transportation. These resource sections will be addressed in a Subsequent EIR (SEIR), as described below.

Preparation of the Subsequent EIR

Kick-Off Meeting and Subsequent EIR Initiation

DJP&A will attend one SEIR kick-off meeting with the City and the project team to discuss the project, further refine the SEIR scope as needed, identify alternatives, and coordinate the scheduling and preparation of the SEIR.

Project Description and Notice of Preparation

DJP&A will draft a project description and provide it to the City and Perkins + Will to review for accuracy. The project description will be based on project information to be provided by Perkins + Will. A preliminary list of project information needed is included on page 8 of this scope of work. Once the project description is finalized, DJP&A will prepare the SEIR NOP.

DJP&A will prepare the NOP for circulation by the City of Santa Clara. The NOP will include a brief project description, project location map, and discussion of potential environmental effects of the project. This scope includes DJP&A attendance at one public scoping meeting for the project. The text of the SEIR will incorporate relevant issues raised in the responses to the NOP received during the 30-day NOP circulation period.

Initial Study

DJP&A will prepare an Initial Study which will be incorporated in the SEIR as an appendix to focus the SEIR on potentially significant issues pursuant to CEQA Guidelines Section 15178. The significant issues are discussed further below.

Preparation of Administrative Draft Subsequent EIR

DJP&A will prepare a SEIR consistent with the requirements of CEQA and the City of Santa Clara. The SEIR will include an introduction, summary, project description, environmental setting, discussion of environmental impacts, and mitigation measures to reduce significant impacts. The primary issues anticipated to be addressed in the SEIR are air quality, greenhouse gas emissions, noise, and transportation, as described

Introduction

The introduction to the SEIR will describe the purpose of the SEIR, provide a general overview of the CEQA process, and describe the public participation process and opportunities for input.

SEIR Summary

A summary of the SEIR will include a brief description of the proposed project and identify the impacts of the project and proposed mitigation measures in tabular format. The summary will also briefly describe the project alternatives and address any known areas of public controversy.

Project Description

The SEIR will include a project description identifying the revised development totals anticipated in the Plan Area. The project description will also include a list of project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

Existing Environmental Setting, Impacts, and Mitigation Measures

The Administrative Draft SEIR will discuss those resource areas found to be potentially significant in the Initial Study analysis and/or those areas required to be included in the SEIR. The SEIR will provide: 1) a detailed description of the existing environmental setting; 2) impacts that may result from the proposed project; and 3) feasible mitigation measures to avoid or reduce impacts to a less than significant level. A discussion of the project's consistency with applicable plans and policies will be included with particular attention given to inconsistencies, if any are identified.

Based upon DJP&A current understanding of the project, DJP&A anticipate the key environmental issues for the project will include the following resources:

Amendment No. 4 to Agreement/Perkins + Will, Inc./Fourth Revised Exhibit A-Appendix A.1
Rev. 10/25/2019

- **Air Quality** – The SEIR will evaluate air quality impacts from construction and operational emissions. Under contract with DJP&A, an air quality and greenhouse gas (GHG) assessment will be completed by Illingworth & Rodkin, Inc. (I&R) to assess impacts related to the proposed project. Construction air quality impacts associated with the project will be addressed by predicting construction period regional criteria pollutant emissions. The latest version of the CalEEMod model will be used to quantify emissions. New sensitive receptors would be placed near sources of toxic air contaminants (TACs) and fine particulate matter (PM_{2.5}). The previous air quality assessment will be updated using screening data provided by the Bay Area Air Quality Management District (BAAQMD). The SEIR will identify existing sources of TACs and PM_{2.5} in the TESP area and their concentrations. These levels will be compared against BAAQMD CEQA thresholds (i.e., cancer risks of 10 cases per one million).
- **Greenhouse Gas Emissions** – GHG emissions would be computed using the CalEEMod model that is recommended by BAAQMD, as described above for air quality emissions. Default inputs for the Bay Area would be used in the model along with local information regarding transit, pedestrian, and bicycle modes of travel that would replace vehicle trips. The CalEEMod model would compute annual emissions that include traffic and indirect sources such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills. The change in emissions compared with existing land uses assumptions would be evaluated. According to the latest version of the BAAQMD CEQA Air Quality Guidelines, GHG impacts from General Plans should be evaluated based on emissions per capita. The GHG analysis would work with City staff to develop a GHG per capita emission threshold, since plan development is anticipated to occur beyond 2020, where the BAAQMD thresholds become obsolete.
- **Noise** – The project proposes to increase the number of dwelling units and office space in the TESP area. I&R will prepare a brief noise memo which will calculate noise generated by construction activities and project-generated traffic at nearby sensitive land uses. The SEIR will assess the impacts of project construction and operation on residences in the vicinity of the Plan Area.
- **Transportation** – Modifications to the project would increase potential peak hour project-generated trips. Under contract with Perkins + Will, Fehr & Peers will prepare a Vehicle Miles Traveled (VMT) analysis per Senate Bill 743. Additionally, Fehr & Peers will update the Traffic Impact Analysis that was prepared previously for the plan area. The SEIR will analyze, at a program-level, impacts from any transportation improvements required for the project.

Pursuant to CEQA, the SEIR will also include a discussion of cumulative impacts; alternatives; growth inducing impacts; significant, unavoidable impacts; significant

irreversible environmental changes; references; and lead agency and consultants. Upon completion of the Administrative Draft Subsequent EIR, DJP&A will submit up to five hard copies of the document to the City for review and comment.

Draft Subsequent EIR and Notice of Completion

Revision of Administrative Draft Subsequent EIR/Preparation of Draft Subsequent EIR

Once the City provides DJP&A with comments on the Administrative Draft Subsequent EIR, DJP&A will revise the document and submit an electronic copy of the Screencheck Draft SEIR to the City for final review and comment. DJP&A will make any final revisions to the Screencheck Draft SEIR and prepare the Draft SEIR for public circulation. DJP&A will provide the City with up to 20 hard copies of the Draft SEIR for public distribution, a PDF of the document for posting on the City's website, as well as 15 CDs for the State Clearinghouse.

Notice of Completion

DJP&A will prepare the Notice of Completion (NOC), in accordance with the CEQA and City of Santa Clara requirements. The NOC will include a brief description of the project, the project location, and will state where copies of the Draft SEIR are available for review. DJP&A will submit an electronic draft of the NOC to the City for review and comment. DJP&A will revise and finalize the NOC based on City comments. DJP&A will transmit the NOC and copies of the Subsequent EIR to the State Clearinghouse on behalf of the City. This scope assumes the City will prepare a Notice of Availability and file it with the County Clerk.

Final Subsequent EIR, Mitigation Monitoring and Reporting program, and Other Related Items

Preparation of Final Subsequent EIR

Upon completion of the 45-day Draft SEIR circulation period, DJP&A will prepare an Administrative Draft Final SEIR. The Final SEIR will contain the following:

- List of persons and agencies who commented on the Draft SEIR;
- Responses to comments on the Draft SEIR;
- Revisions to the SEIR text, as necessary; and
- Copies of letters received on the Draft SEIR.

This scope of work assumes approximately 20 hours of Principal Project Manager time and 40 hours of Project Manager time to respond to comments. If additional effort is required to respond to the comments, it can be completed on a time and materials basis, in accordance with the fee schedule.

An electronic copy of the Administrative Draft Final SEIR will be submitted to City Staff for review. The document will be revised per the comments received, and DJP&A will provide up to 35 copies of the Final Subsequent EIR to the City for public distribution. DJP&A will also provide the City with a PDF of the document for posting on the City's website.

Preparation of Mitigation Monitoring and Reporting Program

DJP&A will prepare a draft MMRP for the project. The MMRP will summarize the mitigation measures identified, when mitigation measures will be implemented, who will be responsible for implementation, and who will provide oversight. DJP&A will submit a draft of the MMRP for the City's use with the Screencheck SEIR.

Findings

Although DJP&A are not attorneys and do not prepare legal findings, DJP&A will assist City Staff and the City Attorney in compiling information from the SEIR for findings required under CEQA Guidelines Section 15091, if requested to do so.

Notice of Determination

DJP&A will prepare a Notice of Determination (NOD), in accordance with CEQA and City of Santa Clara requirements. The NOD will include a brief project description, date of project approval, determination of the project's environmental effects, mitigation measures and conditions of approval, statement whether overriding considerations were adopted, and the location where the Final SEIR and record of project approval may be examined.

DJP&A will submit an electronic copy of the draft NOD for the City's review. Based on comments received from the City, DJP&A will revise and finalize the NOD. An electronic copy of the finalized NOD will be submitted to the City.

Meetings and Hearing Attendance, Project Management

Attendance of Meetings and Hearings

This scope of work includes DJP&A attendance at up to two project meetings and two public hearings (e.g., one Planning Commission hearing and one City Council hearing). DJP&A can attend additional public hearings or meetings requested on a time and materials basis.

Project Management

DJP&A will provide project management, contract administration, and coordination with the City and project team throughout the SEIR process. The DJP&A Project Manager will coordinate with the City on a regular basis using email and telephone communications.

Estimated Schedule

DJP&A proposes the following optimum schedule for preparation of the SEIR. DJP&A can commit to maintain the schedule in the areas that are within DJP&A control. Completion of the Subsequent EIR, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested project information	---	1 day
2. DJP&A completes project description and submits to Perkins + Will for review	1 week	Week 1
3. DJP&A receives comments on the project description from Perkins + Will and completes revisions	1 week	Week 2
4. Project Kick-Off Meeting	--	Week 2
5. DJP&A completes notice of preparation (NOP) and submits to City for review	1 week	Week 3
6. Fehr & Peers submits trip generation estimates to City for approval	2 weeks	Week 2
7. City completes review of NOP and provides comments to DJP&A	2 weeks	Week 5
8. DJP&A completes revisions to NOP based on City comments	0.5 week	Week 5
9. City approves trip generation estimates	4 weeks	Week 6
10. NOP circulation	4 weeks	Week 9
11. I&R completes air quality and GHG and noise analysis (4 weeks after traffic data is available)	6 weeks	Week 12
12. Fehr & Peers completes VMT/Traffic Impact Analysis	10 weeks	Week 16
13. City staff completes Sanitary Sewer Capacity Analysis	10 weeks	Week 16

Task	Duration of Task	Time Elapsed
14. City staff completes Water Supply Assessment*	13 weeks	Week 19
15. Preparation and Submittal of the Administrative Draft Subsequent EIR*	4 weeks	Week 23
16. Review of Administrative Draft Subsequent EIR by City Staff	5 weeks	Week 28
17. DJP&A Revises Administrative Draft Subsequent EIR, Prepare Screencheck	3 weeks	Week 31
18. Review of Screencheck Subsequent EIR by City Staff	2 weeks	Week 33
19. DJP&A Revises Screencheck Subsequent EIR and Print Subsequent EIR for Circulation	1 week	Week 34
20. Draft Subsequent EIR Circulates for 45-day Public Review	6 weeks	Week 40
21. DJP&A Prepares Administrative Draft Final Subsequent EIR	3 weeks	Week 43
22. City Staff Reviews Administrative Draft Subsequent EIR	3 weeks	Week 46
23. DJP&A Revises and Submits Screencheck Subsequent EIR	2 weeks	Week 48
24. City Staff Reviews and Approves Screencheck Final Subsequent EIR	1 week	Week 49
25. DJP&A Revises Screencheck Subsequent EIR and Prints Subsequent EIR for Circulation	1 week	Week 50
26. City Circulates Final Subsequent EIR for 10 days	1.5 weeks	Week 52
Total	+/-	
* Preparation of the Water Supply Assessment and the Sanitary Sewer Capacity Analysis can be done concurrently. The timing of the start of the analyses is contingent on other projects in the queue.		

Project Information Required

DJP&A scope and schedule are based on the assumption that DJP&A will receive the below project information concurrent with the authorization to proceed.

Perkins + Will shall provide DJP&A any and all revisions to the TESP/project description in a timely manner. If DJP&A submits an environmental review document based upon an obsolete project description, the environmental review schedule and potentially DJP&A's budget may increase, due to additional time required to revise the document and the need for possible updates to technical reports.

Plans (in PDF)

- Revised TESP pages

Project Details

- Written description of the project, including maximum development assumptions
- Utility improvements (if any)
- Right of way improvements (if any)
- Project objectives

Technical Reports

- Traffic Impact Analysis
- Water Supply Assessment
- Water Hydraulic Modeling Analysis
- Sanitary Sewer Hydraulic Modeling and Capacity Analysis

**Fourth Revised Exhibit B
Fee Schedule**

1. Fees

1.1. For the additional services described in the Fourth Revised Exhibit A, the cost of said services are as follows:

Contractor	Amount
Perkins + Will	\$52,000
Fehr & Peers	\$106,000
BKF	\$6,500
Strategic Economics	On-Call ¹
David J. Powers & Associates	\$84,984
SUBTOTAL AMENDMENT NO. 4	\$249,484
Contingency	\$25,516
TOTAL AMENDMENT NO. 4	\$275,000
Original Agreement Not-To-Exceed	\$759,425
Amendment No. 1	\$194,870
Amendment No. 2	\$186,587
Amendment No. 3	\$45,550
REVISED NOT-TO EXCEED AMOUNT	\$1,461,432

¹Strategic Economics services are on-call and should their services be required any payments would come from the contingency amount.

2. MAXIMUM COMPENSATION

2.1. The maximum compensation the City will pay Contractor for all services provided under this Agreement shall not exceed **One Million Four Hundred Sixty-One Thousand Four Hundred Thirty-Two Dollars (\$1,461,432)** during the Term of the Agreement.

**AMENDMENT NO. 5
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware corporation (Consultant). 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1 dated October 27, 2017, Amendment No. 2 dated February 4, 2019, Amendment No. 3 dated August 27, 2019, and Amendment No. 4 dated August 24, 2021, and is again amended by this Amendment No. 5. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to extend the termination date.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on December 30, 2023."
- 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. 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: _____


Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PERKINS + WILL, INC
a Delaware Corporation

Dated: 13 September 2022

By (Signature): 

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300
San Francisco, CA 94107

Email Address: geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

“CONSULTANT”



Agenda Report

25-592

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Note and File the Ten-Year Goals for Silicon Valley Power's Energy Efficiency Program

BACKGROUND

AB 2021, signed on September 29, 2006, requires every local publicly owned electric utility (POU) to identify all potentially achievable cost-effective electricity efficiency savings and to set annual targets for energy efficiency savings and demand reduction over 10 years. The first report was due on June 1, 2007. The bill also requires POUs to report those targets to the California Energy Commission (CEC) within 60 days of adoption. Current law requires updates every four (4) years.

On behalf of its members, the California Municipal Utility Association (CMUA) issued a Request for Proposals and, as a result, contracted with GDS Associates to develop the goals for energy efficiency for each CMUA member utility. These goals are based on a state-wide proprietary model developed for the public power utilities using utility-specific data. For each utility, GDS Associates reviewed historical and proposed sales by customer class, avoided cost data, a summary of past and current utility energy efficiency programs, and past program participation. Upcoming codes and standards changes are also incorporated to determine feasible goals for the utility for the next 10 years. Climate zone and the type of customers in a POU's utility service territory also have an impact on the model output for each utility.

The model provides technical, economic, and market potential for energy efficiency within the City of Santa Clara. Technical potential includes all potential remaining energy savings opportunities where technology exists to save energy. Economic potential looks at what measures will pay for themselves within the life of the measure. Market potential takes into account market saturation and customer decision-making, such as required payback periods or return on investment to install energy efficiency measures. The goals GDS provided in the model output tables are the market potential of energy efficiency measures in the City of Santa Clara.

DISCUSSION

SVP's cumulative energy efficiency program target for the next 10 years is set at 372,614 MWh. This results in an average annual target of 0.60 percent of total projected energy sales. Targets are unique to each utility based on the types of customers it serves, the climate zone, and how much previous energy efficiency has been implemented within the utility's service territory. The largest contributor to the goals is the energy efficiency potential attributed to data centers, including new construction data centers, as they make up the largest portion of Silicon Valley Power's electric load. With the projected load increase from new data centers over the next several years, and expansion of existing data centers, these goals represent a significant increase over the goals presented in 2021. Residential customers make up approximately 6% of the utility's electric load, while in comparison, 35% of energy sales is residential statewide. Statewide, the average energy use of a residential

customer is higher than that of Santa Clara residents due to more extreme temperatures driving the use of air conditioning and/or electric heat. As such, the largest statewide contributor to energy efficiency potential in residential units comes from air conditioning. With Santa Clara's mild climate, there is little energy efficiency potential attributable to more efficient air conditioning. On average, Santa Clara residents use less than 500 kilowatt hours (kWh) per month. With this low overall residential energy use and the low percentage of utility load, residential energy efficiency potential is limited in Santa Clara, which drives lower residential goals. Over the ten-year goals, residential energy efficiency potential increases as new multifamily housing units are constructed.

Achievement of these energy efficiency goals support the City's Climate Action plan for greenhouse gas (GHG) emissions reductions through energy efficiency measures. These goals do not include the net energy and GHG emissions impacts of building electrification efforts, which further reduce GHG emissions from residents and businesses in Santa Clara. The energy efficiency potential study only considers energy savings from existing electric equipment replaced with more efficient electric options. While there is little opportunity for additional energy savings in the residential market segment in Santa Clara, Silicon Valley Power offers many building electrification programs to assist residents in switching from natural gas to efficient electric appliances to support GHG reduction goals.

Establishing these ten-year energy efficiency goals meets regulatory compliance obligations under AB 2021, as amended. The information gained from the potential study helps SVP to understand the energy efficiency market potential and design programs that are tailored to meet the needs of the Santa Clara community. These energy efficiency goals will be achieved through programs funded by the existing state-mandated Public Benefit Charges collected from customers on monthly electric utility bills.

A summary of the gross and net market potential goals by customer class is attached. Gross energy efficiency goals include all energy savings regardless of whether the utility's programs influenced the customer's decision to install the energy efficiency measure. Net energy efficiency goals adjust for free ridership and spillover effects. A customer is considered a free rider if they would have installed the energy efficiency measure without the utility program. Spillover effects are where customers are influenced to make decisions based on factors not directly tied to the utility's energy efficiency program offerings. To account for these factors, net-to-gross values have been determined for each energy efficiency measure. This is done through statewide net-to-gross studies of energy efficiency measures and are applied to each measure when reporting the results of energy efficiency programs to the California Energy Commission.

The incremental market potential goals are provided to the CEC for each utility and represent the annual feasible energy efficiency savings that can be achieved. Historically, net energy savings goals were used. Some utilities moved toward tracking program results against gross energy goals, so Silicon Valley Power began providing both gross and net goals to City Council for informational purposes in 2021. This allows comparison of current goals to the historic adopted net goals. Net energy savings from utility programs are reported to agencies such as the Western Area Power Administration, the California Energy Commission and the Energy Information Administration and these program results can be compared to the net goals.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to section 15378(b)(2) of Title 14 of the California Code of Regulations as a continuing administrative activity (general policy and procedure making).

FISCAL IMPACT

There is no fiscal impact as this is an information item to note and file only.

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

Note and file the Ten-Year Goals for Silicon Valley Power’s Energy Efficiency Program.

Reviewed by: Nico Procos, Director of Silicon Valley Power

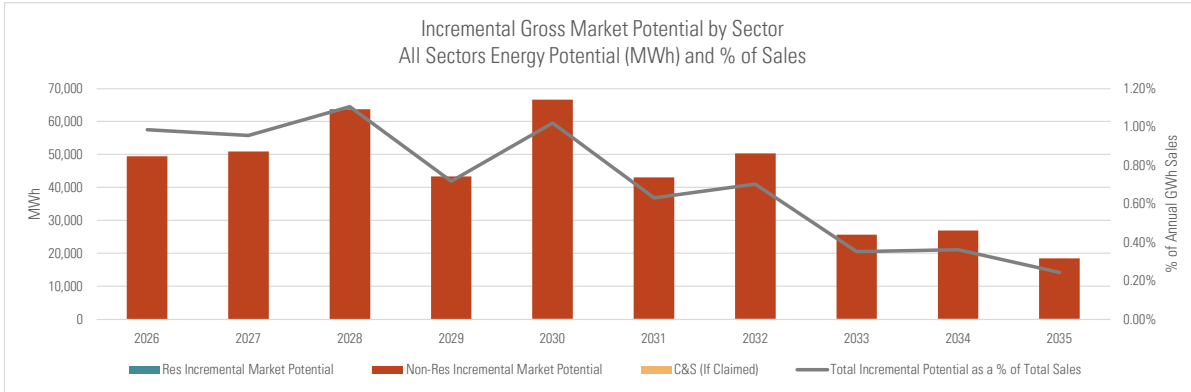
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. 10 Year Energy Goals (Incremental Gross MWh)
2. 10 Year Energy Goals (Incremental Net MWh)

RTC 25-592, Attachment #1

10 Year Energy Goals (Incremental Gross MWh)



10 Year Energy Goals (Incremental Gross MWh)

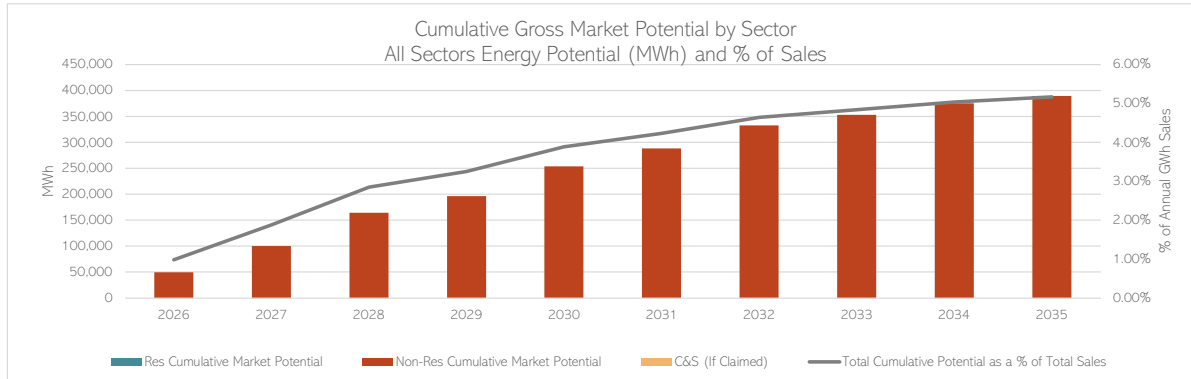
ALL Sectors (MWh)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Incremental Market Potential	49,410	50,905	63,762	43,317	66,634	43,028	50,356	25,624	26,895	18,440
Res Incremental Market Potential	59	60	63	65	71	79	87	84	85	89
Non-Res Incremental Market Potential	49,351	50,845	63,699	43,252	66,562	42,950	50,269	25,540	26,810	18,351
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

Total Incremental Potential as a % of Total Sales	0.99%	0.95%	1.11%	0.72%	1.02%	0.63%	0.70%	0.35%	0.36%	0.24%
Res Incremental Potential as a % of Res Sales	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%
Non-Res Incremental Potential as a % of Non-Res Sales	1.05%	1.02%	1.18%	0.76%	1.08%	0.67%	0.75%	0.37%	0.38%	0.26%

10 Year Demand Goals (Incremental kW)

ALL Sectors (kW)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Incremental Market Potential	8,835	9,208	11,764	7,917	12,464	7,826	9,263	4,399	4,624	2,950
Res Incremental Market Potential	50	47	43	38	33	36	31	26	19	17
Non-Res Incremental Market Potential	8,785	9,161	11,721	7,879	12,430	7,791	9,231	4,373	4,605	2,933
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

10 Year Energy Goals (Cumulative Gross MWh)



10 Year Energy Goals (Cumulative Gross MWh)

ALL Sectors (Cumulative MWh)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Cumulative Market Potential	49,410	100,315	164,077	196,494	253,495	288,026	332,658	353,054	375,219	389,289
Res Cumulative Market Potential	59	119	182	247	318	370	430	487	545	574
Non-Res Cumulative Market Potential	49,351	100,196	163,895	196,247	253,176	287,656	332,229	352,567	374,674	388,715
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

Total Cumulative Potential as a % of Total Sales	1.0%	1.9%	2.8%	3.3%	3.9%	4.2%	4.6%	4.8%	5.0%	5.2%
Res Cumulative Potential as a % of Res Sales	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Non-Res Cumulative Potential as a % of Non-Res Sales	1.0%	2.0%	3.0%	3.5%	4.1%	4.5%	4.9%	5.1%	5.3%	5.5%

10 Year Demand Goals (Cumulative kW)

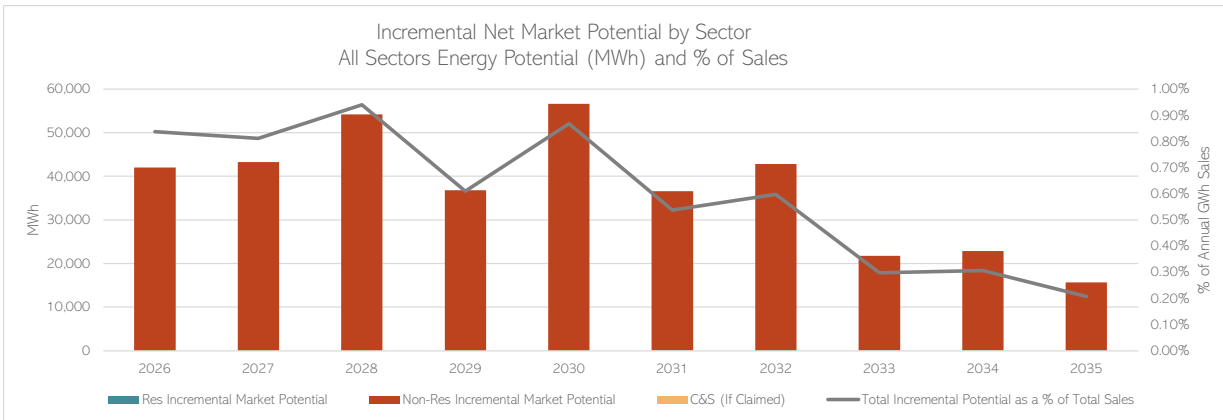
ALL Sectors (Cumulative kW)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Cumulative Market Potential	8,835	18,043	29,807	36,436	47,763	54,543	63,094	66,846	70,889	73,350
Res Cumulative Market Potential	50	98	141	179	212	199	186	172	156	142
Non-Res Cumulative Market Potential	8,785	17,945	29,666	36,257	47,551	54,344	62,909	66,674	70,733	73,208
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

Utility Sales

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Utility Sales (MWh)	5,015,944	5,330,496	5,763,837	6,041,377	6,527,265	6,810,830	7,163,157	7,301,765	7,453,830	7,533,616
Total Residential Sales (MWh)	304,607	321,481	344,727	359,615	385,680	400,891	419,791	427,227	435,384	439,664
Total Non-Res Sales (MWh)	4,711,337	5,009,015	5,419,111	5,681,762	6,141,585	6,409,938	6,743,365	6,874,539	7,018,446	7,093,952

RTC 25-592, Attachment #2

10 Year Energy Goals (Incremental Net MWh)



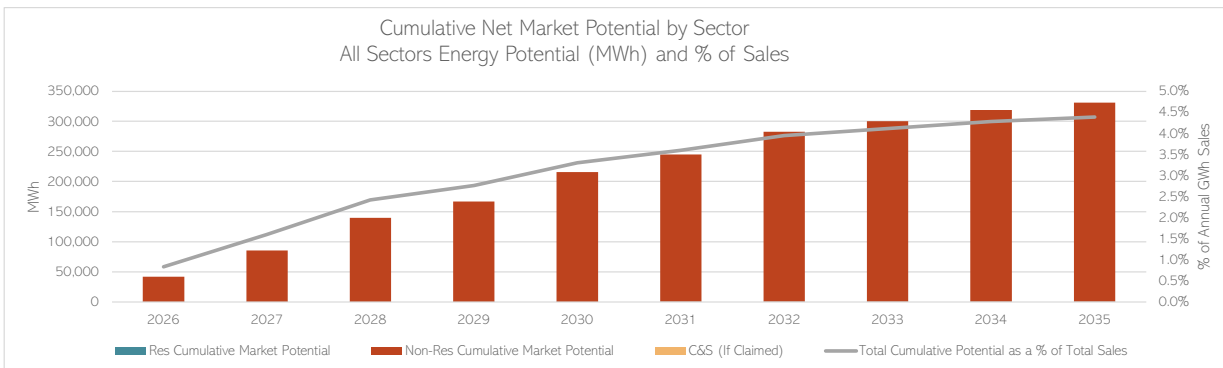
10 Year Energy Goals (Incremental Net MWh)

ALL Sectors (MWh)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Incremental Market Potential	41,999	43,269	54,198	36,819	56,639	36,574	42,802	21,781	22,860	15,674
Res Incremental Market Potential	50	51	54	55	61	67	74	71	72	75
Non-Res Incremental Market Potential	41,949	43,218	54,144	36,764	56,578	36,507	42,728	21,709	22,788	15,599
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0
Total Incremental Potential as a % of Total Sales	0.84%	0.81%	0.94%	0.61%	0.87%	0.54%	0.60%	0.30%	0.31%	0.21%
Res Incremental Potential as a % of Res Sales	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%
Non-Res Incremental Potential as a % of Non-Res Sales	0.89%	0.86%	1.00%	0.65%	0.92%	0.57%	0.63%	0.32%	0.32%	0.22%

10 Year Demand Goals (Incremental kW)

ALL Sectors (kW)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Incremental Market Potential	7,510	7,827	10,000	6,730	10,594	6,652	7,873	3,739	3,931	2,508
Res Incremental Market Potential	43	40	37	32	28	30	27	22	16	14
Non-Res Incremental Market Potential	7,467	7,787	9,963	6,697	10,566	6,622	7,847	3,717	3,915	2,493
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

10 Year Energy Goals (Cumulative Net MWh)



10 Year Energy Goals (Cumulative Net MWh)

ALL Sectors (Cumulative MWh)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Cumulative Market Potential	41,999	85,268	139,465	167,019	215,471	244,822	282,760	300,096	318,936	330,896
Res Cumulative Market Potential	50	101	155	210	271	314	365	414	463	488
Non-Res Cumulative Market Potential	41,949	85,167	139,311	166,810	215,200	244,508	282,394	299,682	318,473	330,408
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0
Total Cumulative Potential as a % of Total Sales	0.8%	1.6%	2.4%	2.8%	3.3%	3.6%	3.9%	4.1%	4.3%	4.4%
Res Cumulative Potential as a % of Res Sales	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Non-Res Cumulative Potential as a % of Non-Res Sales	0.9%	1.7%	2.6%	2.9%	3.5%	3.8%	4.2%	4.4%	4.5%	4.7%

10 Year Demand Goals (Cumulative kW)

ALL Sectors (Cumulative kW)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Cumulative Market Potential	7,510	15,337	25,336	30,970	40,599	46,362	53,630	56,819	60,256	62,348
Res Cumulative Market Potential	43	83	120	152	180	169	158	146	133	121
Non-Res Cumulative Market Potential	7,467	15,254	25,217	30,819	40,418	46,192	53,472	56,673	60,123	62,227
C&S (If Claimed)	0	0	0	0	0	0	0	0	0	0

Utility Sales

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Utility Sales (MWh)	5,015,944	5,330,496	5,763,837	6,041,377	6,527,265	6,810,830	7,163,157	7,301,765	7,453,830	7,533,616
Total Residential Sales (MWh)	304,607	321,481	344,727	359,615	385,680	400,891	419,791	427,227	435,384	439,664
Total Non-Res Sales (MWh)	4,711,337	5,009,015	5,419,111	5,681,762	6,141,585	6,409,938	6,743,365	6,874,539	7,018,446	7,093,952



Agenda Report

25-86

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendment No. 2 to the Software Maintenance Agreement with Hitachi Energy USA, Inc.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), operates a Supervisory Control and Data Acquisition (SCADA) system to monitor and control its electric utility infrastructure. SCADA is computer-based control system that allows staff to remotely control operations, monitor equipment status, and analyze historical and real-time data.

SVP monitors the system 24/7, and it is operated in accordance with the Critical Infrastructure Protection (CIP) Reliability Standards of the North American Electric Reliability Corporation (NERC). The system is operated by North Electric and Water System Operators who are NERC certified.

The SCADA system was originally procured in 1997 and supplied by ABB Enterprise Software (ABB). On October 10, 2017, the City Council approved a Software Maintenance Agreement with ABB to provide maintenance and support for the SCADA system (Agenda Item 13.B2). Under the agreement, ABB provides hardware and software support for third party software, access to the support portal, remote diagnostic services, and data debugging.

On October 17, 2020 (RTC #20-940), the City Council authorized an amendment to the Software Maintenance Agreement to extend the term for five years from September 1, 2020, through August 31, 2025. This amendment included the transfer of ABB's software division to Hitachi Energy USA, Inc. (Hitachi), which now serves as the current software maintenance services provider.

The current agreement for the SCADA software maintenance and support services is set to expire on August 31, 2025.

DISCUSSION

The Purchasing Division Manager has determined this procurement to be exempt from the sole source prohibitions under 2.105.280(b)(2) of the Santa Clara City Code as this is an extension of an existing agreement that is necessary to ensure continued operation and function of existing systems currently in use by the City.

To maintain uninterrupted software maintenance and support services for the SCADA system, staff recommends that the City Council authorize the City Manager to negotiate and execute a second

amendment to extend the agreement with Hitachi for an additional five years, from September 1, 2025, through August 31, 2030.

Under the proposed amendment, Hitachi will continue to provide hardware and software support for third party software, access to the support portal, remote diagnostic services, and data debugging. Hitachi will also include up to 50 support hours to maintain system reliability, cybersecurity compliance, and operational performance. These services will be provided at a fixed annual fee with approximately 3% annual price escalation.

The proposed amendment also allows for additional support services at hourly rates established in the agreement to address unanticipated needs during the term. While SVP has not historically required additional support hours, staff recommend authorization for additional services so that SVP can respond quickly in the event that additional hours are needed such as due to software updates, regulatory changes, or cybersecurity issues. This matter is still pending further negotiation as staff may wish to negotiate a lesser number of hours or a fixed price for a specific project. Authorization of specific services at a fixed price or an alternate hourly rate could be done using a future amendment to the Agreement and staff requests that authorization by the City Council be delegated to the City Manager to negotiate and execute such amendments up to the maximum compensation of \$2,500,000.

The proposed amendment increases the total maximum compensation amount under the agreement from \$1,372,657 to \$2,500,000 (an increase of \$1,127,343) for the full contract term from September 1, 2017, to August 31, 2030.

Table 1 - Compensation Summary

Description	Amount
Software Maintenance & Support (2017 - 2018)	\$154,440
Software Maintenance & Support (2018 - 2019)	\$158,745
Software Maintenance & Support (2019 - 2020)	\$163,179
Software Maintenance & Support (2020 - 2021)	\$177,215
Software Maintenance & Support (2021 - 2022)	\$172,464
Software Maintenance & Support (2022 - 2023)	\$177,215
Software Maintenance & Support (2023 - 2024)	\$182,145
Software Maintenance & Support (2024 - 2025)	\$187,254
Subtotal - Maintenance Services (2017 - 2025)	\$1,372,657
Software Maintenance & Support (2025 - 2026)	\$187,722
Software Maintenance & Support (2026 - 2027)	\$193,353
Software Maintenance & Support (2027 - 2028)	\$199,154
Software Maintenance & Support (2028 - 2029)	\$205,128
Software Maintenance & Support (2029 - 2030)	\$211,282
Subtotal - Maintenance Services (2025 - 2030)	\$996,639
Authorization for Additional Services (2025 - 2030)	\$130,704

Total Maximum Authorization (2017 - 2030)	\$2,500,000
---	-------------

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment.

FISCAL IMPACT

The cost of the proposed Amendment is \$996,639 for the period of September 1, 2025, through August 31, 2030, for the maintenance service fees. Funding to cover the maintenance fees in year one and year two of the proposed Amendment is available in the Electric Utility Operating Budget for FY 2025/26 and FY 2026/27. If needed, the amendment also allows for purchase of additional support hours at an estimated cost of \$46,200 for 100 man-hour blocks in Year 1 and escalating in cost by about 3.25% per year in Years 2-5 (pending further negotiations). At this time, staff does not anticipate needing additional support hours, but if additional support hours are needed, staff will use budgeted funds allocated to unanticipated maintenance.

Funding for Years 3 through 5 is subject to budget appropriations and will be incorporated into the regular budget process.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Delegate authority to the City Manager or designee to negotiate and execute Amendment No. 2 to the Software Maintenance Agreement with Hitachi Energy USA, Inc. to continue providing maintenance and support services for Silicon Valley Power’s SCADA System, increasing the total maximum compensation from \$1,372,657 to an amount not to exceed \$2,500,000, and extending the term through August 31, 2030, 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 take any actions necessary to implement and administer the Software Maintenance Agreement as amended and negotiate and execute future amendment(s) to (i) add or delete services associated with the SCADA system, (ii) adjust future rates based on market conditions, and (iii) make de minimis changes, subject to the maximum authorization of \$2,500,000, budget appropriations, and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Original Software Maintenance Agreement with ABB, Inc.
2. Amendment to the Software Maintenance Agreement with ABB Enterprise Software, Inc.



AGENDA REPORT

Date: October 10, 2017

To: City Manager for Council Action

From: Chief Electric Utility Officer

Subject: Approval of a Software Maintenance Agreement with ABB Inc. to Provide Maintenance and Support for Silicon Valley Power's Electric Supervisory Control and Data Acquisition (SCADA) System

EXECUTIVE SUMMARY

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), operates a Supervisory Control and Data Acquisition (SCADA) system in order to monitor and control the City's power grid. The current SCADA system is supplied by ABB and operates on proprietary ABB software. The ABB system went online in 1997 and was selected through a competitive process. The system has evolved and been updated since its initial operation. Under this software maintenance agreement, ABB will provide maintenance and support services for the SCADA system as required to maintain operational reliability and cyber security for this critical system. ABB has provided excellent service and response time. Staff would like to enter into a fixed price Software Maintenance Agreement with ABB Inc., to provide maintenance support and services for the SCADA system.

Negotiations for this agreement have been ongoing for several months focusing on resolving insurance and legal terms and conditions. SVP and ABB have not had an agreement since September 1, 2017. The new agreement will go into effect after Council approval and will be for a three-year term. A copy of the ABB Inc., Software Maintenance Agreement can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

By entering into this Agreement, SVP will be assured of timely and reliable maintenance services from ABB for a three-year period. If the Agreement is not entered into, SVP risks reliability of its SCADA system due to inability to procure timely critical system support services on a time and material basis.

ECONOMIC/FISCAL IMPACT


This Agreement for Services with ABB, Inc. shall not exceed \$476,364. The first year of this three-year agreement is \$154,439.93 and sufficient funds are available in the Electric Department Contractual Services/Not Classified Account 091-1362-87870-[F]55600.

RECOMMENDATION

That the Council approve, and authorize the City Manager to execute, the Software Maintenance Agreement with ABB Inc., in an amount not to exceed \$154,439.93 for the first year of the agreement, and a three year total not to exceed \$476,364, to provide continued maintenance and support for Silicon Valley Power's Electric Supervisory Control and Data Acquisition (SCADA) System.

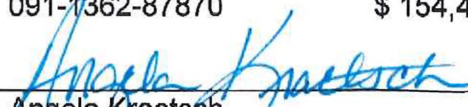

John C. Roukema
Chief Electric Utility Officer

APPROVED:


Deanna J. Santana
City Manager

Certified as to Availability of Funds:

091-1362-87870 \$ 154,439.93


Angela Kraetsch
Acting Director of Finance

Documents Related to this Report:

- 1) *Software Maintenance Agreement with ABB Inc.*

City of Santa Clara Software Maintenance Agreement

This Software Maintenance Agreement (this "Agreement") is effective as of **September 1, 2017** ("Effective Date") by and between ABB Inc., located at 1601 Industrial Blvd., Sugar Land, Texas 77478 ("Licensor") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Licensee") pursuant to Licensee's Software License Agreement Contract number 2324 with an Effective Date of **August 15, 1995** (the "License Agreement") for the delivery of ABB's software, as modified herein.

Licensor will provide to Licensee software maintenance services ("Maintenance Services") for the Licensed Software (the "Program") developed and supplied by Licensor as defined herein. The terms and conditions of the License Agreement shall govern Licensee's use of the Program, fixes, updates, releases, documentation and other Confidential Information delivered under this Agreement.

Licensor Sales Executive

Name: Leo Hagood

Phone: 404-630-4846

Cell:

E-mail: leo.hagood@us.abb.com

Licensor Project Manager

Name: Colby Tow

Phone: 1-281-274-5125

Cell: 1-713-501-0830

E-mail: colby.tow@us.abb.com

Licensee Project Manager

Name: Jeff Ipsaro

Phone: 1-408- 615-5604

Cell: 1-

E-mail: jipsaro@SantaClaraca.gov

Licensee "Bill to" Contact/Dept:

Name: City of Santa Clara dba Silicon Valley Power

Phone: 1-

Cell: 1-

E-mail: SVP_AP@SantaClaraca.gov

PO #:

1. This Agreement shall serve as the exclusive definition of the Maintenance Services for the Software.
2. The term of this Agreement shall commence upon the Effective Date set forth above and shall continue for three (3) years.
3. Licensee shall pay Licensor the annual, nonrefundable Maintenance Service Fee in the amount(s) in the table below.

Year	EMS SMA.	Oracle	SISCO	HP	Totals
9/1/2017	\$143,492.59	\$7,412.00	\$3,535.33	\$0.00	\$154,439.93
9/1/2018	\$147,797.37	\$7,412.00	\$3,535.33	\$0.00	\$158,744.70
9/1/2019	\$152,231.29	\$7,412.00	\$3,535.33	\$0.00	\$163,178.62
	\$443,522.00	\$22,236.00	\$10,606.00	\$0.00	\$476,364.00

All fees presented in this Renewal are expressed in U.S. dollars. The first invoice shall be invoiced on September 1, 2017 and the subsequent annual fee Renewal Term(s) shall be invoiced on the 1st of August of each following year(s) during the term of this Agreement, net forty-five (45) days upon receipt of invoice by Licensee. Said Maintenance Service Fee does not include any federal, state, or local property; license; privilege; sales; use; excise; gross receipts; value-added; or other similar taxes that may be applicable to, measured by, or imposed upon, or with respect to, this Agreement, the Program, its license, its value or its use, or any performed services, and Licensee agrees to pay or reimburse any such taxes that Licensor, its contractors, or suppliers are required to pay.

Maintenance Service Renewal Term(s) Fees shall be equal to the previous year's Maintenance Service Fee plus the United States Consumer Price Index for all Urban Consumers for All Items, not seasonally adjusted, for the most recent twelve-month period ending prior to the maintenance term expiration dates. Such increase in the Maintenance Service Fee shall be limited to ten percent (10%) per year.

Licensee may reinstate lapsed Maintenance Services for the Software upon payment for all Maintenance Service Fees for the period during which Maintenance Services lapsed and all costs invoiced by Licensor, using the Network Manager published rate in effect at the time, for updating the Licensee's Software to the then-current version.

4. If payment is not made in accordance with this Agreement, a service fee of one and one-half (1.5%) percent or the highest legal rate permitted on the unpaid balance for each full or partial month of delay shall be charged. This service charge shall not preclude ABB's rights, including that of immediate payment. All Maintenance Services Fees and other amounts due under this Agreement are in U.S. dollars.
5. Maintenance Services shall consist of services as defined in Appendix A. Licensor will provide up to fifty (50) hours of Services during the Initial Term and each Renewal Term. Maintenance Services not utilized during the Initial Term or Renewal Term, as applicable, will lapse and will not be available outside of that term. Any additional services or services not included in Appendix A shall be invoiced using the Network Manager published rate at the current time.
6. During the term of this Agreement, Licensee shall:
 - a. Ensure that only personnel properly trained in the operation and use of the Software and its associated equipment call Licensor for direct phone support and that such personnel have sufficient access and computer time when using such service in order to implement the corrections suggested by Licensor;
 - b. Install and maintain the operating software and any third-party software to be provided by Licensee;

- c. Ensure the proper Software environment is maintained and that Licensee's personnel who have access to the Software are properly trained in the operation and usage of the Software and the associated equipment; and
 - c. Provide Licensor an adequate high speed VPN (Virtual Private Network) network connection to Licensee's System so that Licensor can provide adequate remote support;
 - d. Provide Licensor timely access to supporting data, to include database extracts if required, and
- 7. Licensee shall be solely responsible to ensure that all of its files and data are adequately duplicated or documented, and Licensor shall in no way be responsible for Licensee's failure to do so, nor for the costs or expenses of reconstructing data which is lost, destroyed or otherwise damaged or rendered useless during the course of or as the result of the performance of any services under this Agreement.
- 8. Each party shall have the right to terminate this Agreement in the event that the other party breaches any material provision of this Agreement and such breach is not cured within thirty (30) days after notification thereof.
- 9. The maximum liability of Licensor for any direct damages sustained by the Licensee under this Agreement shall in no circumstance exceed the amount of the annual Maintenance Service Fee payable by the Licensee to Licensor. The Licensee and Licensor shall in no event be liable one to the other for loss of revenue, profit, anticipated profit or indirect, incidental, special or consequential damages, including but not limited to, any losses to Licensee resulting from lost computer time or the destruction or damage of records, or any claims or demands made against the Licensee by a third party,
- 10. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Licensee agrees that all causes of action against Licensor under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court, for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these, terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.
- 11. Neither Licensor nor Licensee shall be liable for any failure to perform or for delay in performance (other than payment obligations) due to fire, flood, strike or labor difficulty, act of God, government authority or the other party, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or services, or any other cause beyond such party's reasonable control. If there is a performance delay due to any such cause, the date of delivery or time for completion shall be extended by a time period reasonably necessary to overcome the delay's effect.
- 12. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered upon delivery by commercial delivery service or upon delivery by certified mail to a party's address as set forth above. A party may change its address for receipt of notice by providing written notice to the other party.
- 13. This Agreement, including the Appendices attached hereto, and the License Agreement contain the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee, if any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof shall be affected thereby, the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted herein. The headings and captions contained herein shall not be considered to be a part hereof for purposes of interpretation or application hereof, but are for convenience only. Either party's failure to exercise any right under this

Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.


14. If Licensee issues a purchase order or other document that purports to define Maintenance Services other than as set forth in this Agreement, it is agreed that the terms and conditions of any such purchase order shall have no application or effect, and that the provisions of this Agreement shall continue to control matters related to the provision of Maintenance Services.
15. As a part of Licensor's ISO 9001:2000 quality program requirements regarding customer supplied data, the Licensee acknowledges and accepts that there are no special handling requirements for Licensee's data supplied to Licensor as part of the Agreement. There shall be no tracking of changes that Licensor may make to the data as Licensor utilizes data for support services to Licensee. Licensee understands and accepts that there are no requirements by the Licensor to return any data to Licensee and Licensor can delete data whenever Licensor deems it is no longer required. While the data is in Licensor's possession and when it is disposed, Licensor shall protect the confidentiality of the data as if it were Licensor's confidential information. This agreement summarizes all special handling requirements of Licensee's data.

16. The provisions of Sections 3,4,7,9,10,11,12,13,14 and 15 shall survive the expiration or termination of this Agreement for any reason.

ALL SOFTWARE FIXES, UPDATES, RELEASES, DOCUMENTATION AND OTHER MATERIALS OR INFORMATION DELIVERED UNDER THIS AGREEMENT ARE DELIVERED AS-IS, AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT WHATSOEVER, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

IN COMPLETE AGREEMENT

(LICENSOR)


By: 
Printed Name: David W. Aldrup
SVP, Network Control
Title: _____
Company: ABB
Date: 9/18/2017



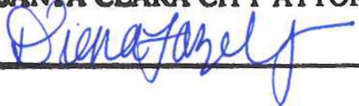

Jarod Zhang
Regional Controller, NC

09-19-2017

(LICENSEE)

By: 
Printed Name: DEANNA J. SANTANA
Title: City Manager
Company: City of Santa Clara
Date: 10/12/17

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



ATTEST:


City Clerk

APPENDIX A
MAINTENANCE SERVICES

1. Software Support

Features	Benefits
Release Rights	Rights to periodic Baseline Release notes and software for those software applications the customer has licensed.
Software Support via Licensee Support Center	<p>SPIDER Support: Is included. Hardware (2 HP Alpha redundant SPIDER servers, 1 Digital Alpha IS500 server, 1 HP Alpha Development server, 4 MMI Consoles, 4 RCS310 Communication Front-End Units, and 2 PCU400 Communication Front-End Units) Software (SPIDER SCADA EMS Systems, version 11 as delivered by Licensor, or as subsequently modified by Licensor). System located in Santa Clara, CA Note: 1. Support for the RCS310 front-end (RTG) is limited to database, configuration and troubleshooting, and does not include software updates. 2. PCU software upgrades are limited to releases that are compatible with SVP's current Network Manager release. 3. Compaq UNIX Version: 5.0 with version 11.4. Required Third Party Software (Including other required Operating Systems): As required by Licensor. 5. The SPIDER system Third party hardware and software support services are not included in this Agreement.</p> <p>Network Manager support: Is included Hardware (For the supported Client and Server Operating System and the required third party software versions please see the Network Manager SCADA Upgrade Project Agreement for Services date June 25, 2013) Software (SCADA EMS Systems, version NM 6.4 as delivered by Licensor, or as subsequently modified by Licensor. This includes the Energy Management System (EMS) tools as dated May 10, 2016 (Account 591-1362-80100-2415-[A]000424N39700)(EBIX No. 200001563)(Agreement for the Performance of Set-vices/ABB Inc. Rev. 06/28/12; Typed 4/7/16). System located in Santa Clara, CA. Note: 1. The Network Manager system Third party hardware support services are not included in this Agreement.</p> <p>HP 2. The Network Manager system Third party software support services is included in this Agreement.</p> <p>Oracle 5 - OracleOracle Database Standard Edition One Licenses</p> <p>SISCO 2 - SISCO MMS-SECURE-142-095-EXE licenses 1 - SISCO MMS-SECURE-142-095-HB license Support up to the contracted number of hours (50) per year via telephone. Additional Support Hours is offered at a rate of \$37,800 for 100 man-hour blocks.</p> <p>All actual and verifiable travel, shipping, and subsistence expenses plus a processing fee of 15% of actual charges.</p> <p>Available during normal Houston office hours (0800 - 1600, CST), not including holidays. Licensee shall have the ability to contact Licensor twenty-four (24) hours a day, seven (7) days a week to request support for mission critical issues. The Global Customer Care (GCC) support phone number in Sugar Land, Texas +1 (800) 435-7365 (Option 2 or Option 3). This option will route you to the Technical Support Engineer (TSE) who is on call at the time. Licensor shall respond within two (2)</p>

	hours and shall make best effort to provide an estimate of when a resolution will be provided.
Access to Support WEB service portal	Via a Web based interface, the Licensee can track the progress of his open and closed support case status on-line, create cases, verify status of defect corrections, download code, access documentation and information about upcoming releases, and submit product enhancement requests.
Remote Diagnostic service	The proposed Network Manager system supports remote diagnostics in both hardware and software by VPN modem connection or dial-up line.
Data Debugging and Correction	Corrective maintenance (bug fixes / patches). Corrective maintenance and data transfer between parties through ABB's ftp site.
Designated Licensee Team Manager	The Licensee's "representative" - also known as Licensee Customer Advocate Manager.
Regular issue reports	Monthly issue reports that outline the status of all open issues logged into Support. This is generated and run by the Licensee Customer Advocate Manager.

2. Support Process

Before Licensor can work on a Support Request, information regarding the nature and location of the issues is required. Upon logging (via telephone or via the web-portal) a product support request the following information is required to be provided;

- Licensee name and address
- Technical Contact information (name, telephone number, email, fax, etc.)
- Licensee dial-in information, if necessary (for remote dial in access by Licensor)
- Relevant software and version numbers
- Licensee environment on which software is installed , including hardware and operating system
- Product error number and/or messages
- Detailed description of the issue, including steps to reproduce problem and frequency of occurrence
- Severity of issue and impact on Licensee's business. Severity shall be agreed between the Licensor and Licensee and shall be based on the classifications described in section 3.

Licensor support representatives shall work with the Licensee to replicate any issue logged. An issue can be classified as one of the following:

- A software defect - Software has a defect that requires to be fixed
- A software enhancement; Software operates as designed. Licensee may wish a custom modification undertaken, if this is requested the request will be passed to Licensor's professional services group
- A query; A question or clarification about the software which is not a software defect.

3. Support Request Classification

Each issue is assigned a Priority level, which is an indicator of the impact to Licensee's business (however Level 1 can only be assigned to an issue identified with the Licensee's production environment).

Priority 1	The Licensor Software is non-operational or users cannot access the system, or the functionality is significantly decreased or backup or other security of data can no longer be performed. The defect affects mission-critical functions or information in the production environment and may include, but not be limited to, data loss or corruption, system crash or missing major functionality. This may include any defect related to Licensee or personal safety, system availability, overall data integrity, or ability to serve the Licensee. Licensor will work continuously with the customer to resolve the issue or to restore production. Note 1: Priority 1 is only a valid priority ranking for Production environments. Note 2: A client representative must be available at all times for a Priority 1 case to facilitate gathering additional information, testing, and applying the solution
Priority 2	The Licensor Software is operational with functional limitations or restrictions but there is minimal business impact. Under a Priority 2, the defect will have a large impact on the functionality of the application but does not require immediate release into the production environment. This defect allows continued use of the application, but there is a known compatibility or operability disruptions with no known Licensee acceptable work-around or missing minor functionality.
Priority 3	The Licensor Software is operation with functional limitations or restrictions that are not critical to the overall system operation and the defect has a moderated impact on the functionality of the application. However, the application remains usable by all groups. A functional error exists for which there is a Licensee acceptable workaround. Failures assigned this priority level cause no delays in production.
Priority 4	The Licensor Software is operational with problems or errors, which have little impact on system operations. Priority 4 shall include, but are not limited to, documentation errors. Priority 4 defects have a minor or cosmetic error in the functionality of the application in a production environment. Defect has no impact on the ability to execute a production application. Failures assigned this priority level cause no delays in production.

4. Support Request Resolution

Severity 1 - Priority 1 (which by definition is a business critical defects in a production environment)

- These issues by their very nature require immediate attention from Licensor. These issues take priority over all other issues and Licensor shall use reasonable endeavors to provide a resolution for the defect as soon as possible.
- Licensee is required to work closely with Licensor's support center to replicate the issue and provide all necessary information and replication steps to expedite the clarification of the issue so Licensor can begin to work on a fix can begin.
- Severity 1 - Priority 1 fixes shall be issued to Licensee via the Licensor support centre in the form of an 'emergency patch' or 'hot fix'. Due to the urgency of this type of issue, emergency patches/hot fixes receive less testing prior to release than would be expected for a normal defect.
- All such fixes shall be 'rolled-into' the next maintenance release to be Issued by Licensor for the software.

Non Severity 1 - Priority 1 defects

- All these defects will be fixed on a priority basis and shall be included in a subsequent maintenance release (see below).

Maintenance Releases

- Licensor issue regular maintenance releases for its software, Maintenance releases include all defect fixes which have been fixed and tested since the release of the previous maintenance release.
- Maintenance releases will always include all fixed issues
- Maintenance releases will include as many defect fixes as possible, normally defects are fixed on a priority basis.

5. Support Request Escalation

Should Licensee requires to escalate an issues within Licensor or wishes to discuss the service level being provided, Licensee should in the first instance contact the Licensee Customer Advocate. Escalation beyond this level is to the Director of Global Customer Care, Network Control - Americas and Senior Vice President of Global Customer Care, Network Control - Americas.

EXHIBIT B

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement,
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten. percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in [Exhibit B](#). I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ABB, INC.

By: 
Signature of Authorized Person or Representative

Name: **David W. Aldrup**
SVP, Network Control

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

Certificate of Acknowledgement

State of Texas

County of Fort Bend

On Sept. 19, 2017, before me, Irene Castillo,
(date) (notary)

personally appeared, David W. Aldrup,
(signers)

personally known to me

-- OR --

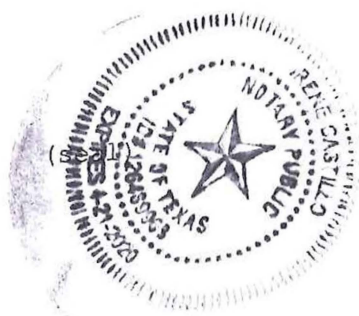
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Irene Castillo

(notary signature)

My Commission Expires: April 21, 2020





AMENDMENT

Amendment (the "Amendment") to the Software Maintenance Agreement dated September 1, 2017 ("Agreement") by and between **ABB Enterprise Software Inc.** (an affiliate of ABB, Inc.) ("Contractor" or "ABB") and **City of Santa Clara, California** ("Customer"). (Collectively are referred to herein collectively as the "Party" or "Parties").

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ABB and Customer hereby agree to amend the Agreement as follows:

1. **Section 2** of the Agreement is deleted in its entirety and replaced with the following:

"Upon execution of this Amendment the term of this Agreement, unless terminated earlier as provided for herein, shall continue for five (5) years from the maintenance services renewal date of September 1, 2020 ("the Renewal Term"). Thereafter, the parties will negotiate an extension to this Agreement."

2. Upon execution of this Amendment the Parties agree to the following maintenance and support terms for the Renewal Term. The fees are due and payable in accordance with the terms of the Agreement and are exclusive of taxes.

Maintenance Service Fee

	Year 1 (09/01/2020 to 08/31/2021)	Year 2 (09/01/2021 to 08/31/2022)	Year 3 (09/01/2022 to 08/31/2023)	Year 4 (09/01/2023 to 08/31/2024)	Year 5 (09/01/2024 to 08/31/2025)
NM EMS SMA	\$177,215	\$172,464	\$177,215	\$182,145	\$187,254
				Total =	\$896,381

3. **Section 5** of the Agreement is amended to provide up to seventy-five (75) hours of Service during Year 1 and up to fifty (50) hours of Services during each of Years 2 through 5 of the Renewal Term.
4. **Appendix A** of the Agreement is amended to no longer provide SPIDER support. It is also amended to state that "Additional Support Hours is offered at a rate of \$38,700 for 100 man-hour blocks."

For the NM6.6 release that is currently installed and pending cutover on the Silicon Valley system, the maintenance services are amended to provide what is called Classic Support through December of 2022. Classic Support means that support is limited to software updates (patches) addressing fixes for Priority 1 and 2 defects only. P2 fixes are resolved at the discretion of ABB. Following that, the service provided will be what is called Limited Support. Limited Support means that support is limited to software updates (patches) addressing fixes for Priority 1 defects only.

5. The Parties recognize the intended sale and transfer of the Power Grids division of Contractor (ABB) to a company held by Hitachi and ABB (the "Joint Venture") which will be majority owned, and might be at some stage fully owned, by Hitachi. In this context, the Parties agree that Contractor has the rights and obligations under this Contract, without prior consent of Purchaser, to either a legal entity in the Contractor Group or directly to the Joint Venture or any legal entity in the Joint Venture group. Purchaser agrees, at the request of Contractor, to promptly execute all agreements and/or other documents required to effect such subcontract, assignment, transfer or novation.
6. The Parties are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus ("the Outbreak"). The Outbreak is impacting or may impact normal business operations or performance or delivery pursuant to this Agreement. For a two year period beginning on the effective date of this Amendment, ABB shall be entitled to reasonable cost compensation, time extension or other reasonably required contract adjustments, if any consequences that are unknown as of the effective date of this Agreement and resulting out of, or in connection with the Outbreak, whether directly or indirectly, cause ABB to incur additional cost or lead to any delay in performance or delivery or otherwise affect the fulfillment of ABB's contractual obligations or duties pursuant to this Agreement.

THE PARTIES HEREBY AGREE THAT THIS AMENDMENT, INCLUDING THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AMENDMENT AND THE AGREEMENT. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND ARE RATIFIED HEREBY. EXCEPT AS PROVIDED IN THIS AMENDMENT, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be duly executed and delivered on its behalf and in its name as of date indicated above.

ABB Enterprise Software Inc.

By: 

Name: Francisco Forn

Title: Vice President, Professional Services
Network Control

Date: 10/23/2020

ABB Enterprise Software Inc.

By: 

Name: Jarod Zhang

Title: Regional Controller, Network Control

Date: 10/23/2020

City of Santa Clara, California

By: 

Name: Deanna J. Santana

Title: City Manager

Date: 11/4/2020

Approved as to Form:

By: 

Name: Brian Doyle

Title: City Attorney

Date: _____



Agenda Report

25-1024

Agenda Date: 8/26/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of July 1 to September 30, 2024

BOARD PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled "Comprehensive Audit of Stadium". Audit recommendation 1.Q states that "the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board." Staff has implemented this audit recommendation on a quarterly basis.

At the August 25, 2020 meeting, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION

In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of July 1 to September 30, 2024 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

Date	Meeting Purpose
07/02/2024	Finance Updates Meeting (in person)
07/03/2024	Weekly Accounting Status Meeting (virtual)
07/08/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
07/08/2024	Various Stadium Issues Meeting (virtual)
07/09/2024	FIFA World Cup 2026 Assignment and Assumption Negotiations Meeting (in person)
07/10/2024	Weekly Accounting Status Meeting (virtual)
07/10/2024	Levi's Stadium Security Procedures and Neighborhood Impacts Assessment Funding Agreement Meeting (virtual)
07/15/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
07/17/2024	Weekly Accounting Status Meeting (virtual)

07/24/2024	FIFA World Cup 2026 Assignment and Assumption Negotiations Meeting (in person)
07/30/2024	Stadium Authority/Stadium Manager Monthly Coordination Meeting (in person)
08/01/2024	NFL Security Procedures Meeting (phone)
08/07/2024	Weekly Accounting Status Meeting (virtual)
08/12/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
08/14/2024	Weekly Accounting Status Meeting (virtual)
08/14/2024	Pending Stadium Contracts Meeting (virtual)
08/19/2024	Security Credentialing Meeting (phone)
08/20/2024	Stadium Capital Projects Update Meeting (virtual)
08/21/2024	World Cup Project Overview Meeting (in person)
08/21/2024	Weekly Accounting Status Meeting (virtual)
08/26/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
08/26/2024	CapEx Check-In Meeting (virtual)
08/26/2024	Ticketmaster Agreement Meeting (virtual)
08/28/2024	Weekly Accounting Status Meeting (virtual)
08/29/2024	Procurement Meeting (phone)
09/04/2024	Weekly Accounting Status Meeting (virtual)
09/06/2024	Procurement Meeting (phone)
09/10/2024	Various Stadium Issues and Contracts Meeting (virtual)
09/11/2024	FIFA World Cup 2026 Assignment and Assumption Negotiations Meeting (in person)
09/11/2024	Weekly Accounting Status Meeting (virtual)
09/12/2024	CapEx Check-In Meeting (virtual)
09/12/2024	Financial Management System Managed Services Status Meeting (virtual)
09/16/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
09/16/2024	Various Stadium Issues Meeting (virtual)
09/17/2024	FIFA World Cup 2026 Assignment and Assumption Negotiations Meeting (in person)
09/18/2024	Weekly Accounting Status Meeting (virtual)
09/18/2024	Various Stadium Issues Meeting (virtual)
09/19/2024	Various Stadium Issues Meeting (virtual)
09/20/2024	CapEx Check-In Meeting (virtual)
09/23/2024	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
09/24/2024	Various FIFA World Cup and Stadium Issues (virtual)
09/25/2024	2026 Insurance Procurement Meeting (virtual)

09/25/2024	FIFA World Cup and Stadium Issues (virtual)
09/26/2024	Stadium Authority and Stadium Manager Finance Updates Meeting (in person)
09/26/2024	2026 FIFA/Super Bowl Negotiations (virtual)
09/27/2024	CapEx Check-In Meeting (virtual)
09/30/2024	49ers Grant Commitment Meeting (virtual)
09/30/2024	Various Stadium Issues Meeting (virtual)
09/30/2024	Stadium Authority/Stadium Manager Quarterly Status Meeting (in person)

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact related to this report.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer’s Offices.

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of July 1 to September 30, 2024.

Reviewed by: Chuck Baker, Assistant City Manager

Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 7/1/24 to 9/30/24

Date: 07/02/2024; 3:30 pm to 5:00 pm

In Person Meeting at Starbucks, 2030 Wyatt Drive, Santa Clara: Kenn Lee (City/SCSA);
and Jeff Fong (Stadium Manager)

1. SCSA Finance Updates
2. ManCo Updates
3. ERP Project
4. Lender Approvals of Settlement

Weekly Accounting Status Meeting

Date: 07/03/2024; 2:30 pm to 2:48 pm

Teams Meeting: Linh Lam, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. Operating and Maintenance True-Up
2. G&A unused cash transfer to the Trust
3. Non-NFL Event Revenue and Stadium Builder License Proceeds transfer

Stadium Capital Projects Coordination - Critical Path

Date: 7/8/2024; 11:00 am to 9:00 am

Zoom Meeting: Elycia Knight, Chuck Baker, Reena Brilliot, Armand Lobao, Nimisha Agrawal, Lesley Xavier (City/SCSA); Ryan Van Maarth (Stadium Manager); Amber Luther (Populous)

Discussion:

- Discussion on the proposed Video Boards and CEQA Requirements.
- Discuss the design requirement and permitting related to the FIFA Bowl permit submittal.
- Discuss the design requirements and permitting related to the Naming Rights Design Standards.

Date: 7/8/2024, 6:00 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various Stadium Issues Including World Cup 2026

Date: 7/9/2024, 11:00 am
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Glen R. Googins, Stadium Authority Counsel
Chuck Baker, Assistant City Manager
Christine Jung, Assistant to the City Manager
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed
Sonia Nayak
Matthew Richards
Ruth Shikada
Becca Smith
Robert Weikert

1. FIFA World Cup 2026 Assignment and Assumption Agreement Negotiations

Weekly Accounting Status Meeting

Date: 07/10/2024; 2:30 pm to 3:00 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. FY2022/23 Operating and Maintenance True-Up

Date: 7/10/2024, 4:30 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. Levi's Stadium Security Procedures and Neighborhood Impacts Assessment Funding Agreement

Stadium Capital Projects Coordination - Critical Path

Date: 7/15/2024; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Chuck Baker, Reena Brilliot, Armand Lobao, Nimisha Agrawal, Lesley Xavier (City/SCSA); Ryan Van Maarth, Francine Hughes (Stadium Manager); Amber Luther (Populous), Joseph Crummet (DevCon)

Discussion:

- Stadium Manager shared the Critical Path Project Schedule.
- Discussion on forecasted projects and anticipated submittal dates.
- Discussion about the CEQA requirements for the Video Boards.

Weekly Accounting Status Meeting

Date: 07/17/2024; 2:30 pm to 2:56 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. FY 2022/23 Operating and Maintenance expenses True-Up
2. FY 2024/25 Q1 perfection certificates

Date: 7/24/2024, 11:00 am
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Glen R. Googins, Stadium Authority Counsel
Chuck Baker, Assistant City Manager
Christine Jung, Assistant to the City Manager
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed
Sonia Nayak
Matthew Richards
Ruth Shikada
Robert Weikert

1. FIFA World Cup 2026 Assignment and Assumption Agreement Negotiations

**STADIUM AUTHORITY/STADIUM MANAGER
MONTHLY COORDINATION MEETING
July 30, 2024 | 4:00 p.m. – 5:00 p.m.
Levi's Stadium**

ATTENDEES

City/Stadium Authority

- Chuck Baker, Assistant City Manager/ Assistant Executive Director
- Christine Jung, Assistant to the City Manager/Assistant to the Executive Director
- Elycia Knight, Development Project Manager
- Sujata Reuter, Chief Assistant City Attorney

49ers/Stadium Manager

- Francine Melendez Hughes, Executive Vice President & General Manager
- Peter Wilhelm, Chief Financial Officer
- Jihad Beauchman, Executive Vice President, General Counsel

AGENDA

1. ADA accommodation

Discussion of recent ADA complaints received by Stadium Authority from event attendees. Stadium Manager staff provided information about their provision of accessibility services and tickets, which include mobility shuttle and ticket swaps for accessible seats.

2. Allied Request for Proposal (RFP) / Report

Discussion of various security items, including Guidepost Solutions' scope, a potential agreement for interim security services, and the inclusion of a service level agreement, performance measures, penalties, compliance, and staff roles and responsibilities in the new agreement for security services.

3. Bay Area Host Committee (BAHC) / Stadium Authority / Stadium Manager Capital Projects meeting

Stadium Authority and Stadium Manager staff confirmed that a separate meeting would be scheduled to review the bowl modifications required for FIFA World Cup 2026.

4. Display boards control room commercial agreement

Discussion about Capital Expense (CapEx) projects, including the display boards, Naming Rights signage, control room, and suites.

5. Salvage equipment update

Stadium Manager provided an update that they were still working on a list of salvage equipment.

6. SBL amendments

Discussion of cost neutral amendments to SBLs that relocate SBL Holders to different seats in sections that are priced at the same level and relevant agreement provisions. Stadium Authority staff would look at additional information.

7. Levy second amendment

Discussion of the pending Amendment No. 2 to the Agreement with Levy for concessionaire services. Stadium Manager staff confirmed that the amendment would not have any financial impacts to the Stadium Authority.

8. Ticketmaster agreement

Discussion of an agreement with Ticketmaster for Non-NFL Events that needs to go to the Board for approval and key provisions like cost structure.

9. SBL Sales Training Request

Discussion of the existing agreement for SBL sales training and structure of the training.

10. Scheduling Meeting with Major Non-NFL Events Lead

Stadium Authority staff requested to schedule meeting with the Stadium Manager's Head of Stadium Events to learn more about the Non-NFL Event booking process.

11. Misc.

a. Fanatics

Discussion on a proposed agreement with Fanatics that allows for operations outside of the team store during Non-NFL Events, which would be submitted for Stadium Authority approval in the near future.

Date: 8/1/2024, 12:30 pm
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. NFL Security Procedures

Weekly Accounting Status Meeting

Date: 08/7/2024; 2:30 pm to 2:45 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. Outstanding Public Safety Costs
2. Financial Management System testing
3. KPMG Annual Audit
4. FY 2024/25 Q1 perfection certificates

Stadium Capital Projects Coordination - Critical Path

Date: 8/12/2024; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Chuck Baker, Reena Brilliot, Armand Lobao, Nimisha Agrawal, Lesley Xavier (City/SCSA); Ryan Van Maarth, Francine Hughes (Stadium Manager); Amber Luther (Populous); Joseph Crummet (DevCon); Fiona Phung, Shannon George (DJP)

Discussion:

- Discussion on forecasted projects and anticipated submittal dates.
- Check-in out permits currently in review.
- Discussion about the CEQA requirements for the Video Boards including meeting scheduled with 3rd party consultants.
- Discussion and preparation for the FIFA bowl presentation to City Council.

Weekly Accounting Status Meeting

Date: 08/14/2024; 2:30 pm to 2:39 pm

Teams Meeting: Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. Non-NFL Event Surcharge
2. Ticket Platform Fees
3. KPMG sample selections
4. Q1 reporting
5. Armanino ERP upgrade

Date: 8/14/2024, 5:30 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Pending Stadium Contracts

Date: 8/19/2024, 1:30 pm
Phone Call:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. Security Credentialing

Stadium Capital Projects Update Meeting

Date: 8/20/2024 3:00 pm to 3:30 am

Zoom Meeting: Elycia Knight and Chuck Baker (SCSA); Ryan Van Maarth and Francine Hughes (Stadium Manager)

Discussion:

- Prepare for the August 21st World Cup Project Overview.

Date: 8/21/2024, 9:00 am
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Chuck Baker, Assistant City Manager
Elizabeth Klotz, Assistant City Attorney
Elycia Knight, Development Project Manager
Christine Jung, Assistant to the City Manager

For Stadium Manager:

Jihad Beauchman
Francine Hughes
Peter Wilhelm
Ryan Van Maarth

For Bay Area Host Committee:

Zaileen Janmohamed
Karina Herold
Sonia Nayak
Ruth Shikada

1. World Cup Project Overview

Weekly Accounting Status Meeting

Date: 08/21/2024; 2:30 pm to 2:41 pm

Teams Meeting: Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. Q1 Financials and Perfection Certificates
2. SBL Q1 Report
3. KPMG sample selections
4. Questions related to ERP upgrade from SCSA

Stadium Capital Projects Coordination - Critical Path

Date: 8/26/2024; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Reena Brilliot, Chuck Baker, Armand Lobao, Nimisha Agrawal, Lesley Xavier (City/SCSA); Francine Hughes, Ryan Van Maarth (Stadium Manager); Amber Luther (Populous), Joseph Crummet (DevCon), Shannon George (DJP)

Discussion:

- Video Board Design
- CEQA Studies – Noise and Glare
- FAA and Land Use Commission Next Steps

CapEx Check-In

Date: 8/26/2024; 3:30 pm to 4:00 pm

Zoom Meeting: Elycia Knight (SCSA) and Ryan Van Maarth (Stadium Manager)

Discussion:

- Prepare Meeting for Project Schedule
 - Building / Fire / Electrical (Event Permits)

Date: 8/26/2024, 5:30 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. Ticketmaster Agreement

Weekly Accounting Status Meeting

Date: 08/28/2024; 2:30 pm to 2:37 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. KPMG Year-end Audit
2. Public Safety Costs
3. Responses to ERP Questions from ManCo

Procurement Meeting

Date: 08/29/2024; 11:00 am to 11:18 am

Phone Meeting: Grace Dougherty (City/SCSA) and Jenti Vandertuig (Stadium Manager)

1. Discuss the Janitorial Services RFP, including the process for cost evaluation

Weekly Accounting Status Meeting

Date: 09/04/2024; 2:30 pm to 2:47 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. Audit committee meeting
2. Public Safety Costs reimbursements
3. Senior & Youth Fees FY 2023/24 True-Up

Procurement Meeting

Date: 09/06/2024; 12:30 pm to 12:50 pm

Phone Meeting: Grace Dougherty (City/SCSA) and Jenti Vandertuig (Stadium Manager)

1. Discuss how City of Santa Clara determines the total contract value for one-year contracts versus multi-year contracts

Date: 9/10/2024, 11:30 am
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various Stadium Issues and Contracts

Date: 9/11/2024, 9:00 am
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Glen R. Googins, Stadium Authority Counsel
Chuck Baker, Assistant City Manager
Christine Jung, Assistant to the City Manager
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed
Karina Herold
Sonia Nayak
Ruth Shikada
Becca Smith
Robert Weikert

1. FIFA World Cup 2026 Assignment and Assumption Agreement Negotiations

Weekly Accounting Status Meeting

Date: 09/11/2024; 2:30 pm to 2:43 pm

Teams Meeting: Tyler Cook, Brenda Lee (SCSA); Brent Ghan (Stadium Manager)

1. FY 2024-25 Public Safety Cost reimbursements
2. Public Safety Costs for COPA America matches
3. Capital Expenditure - Lighting Systems project

CapEx Check-In

Date: 9/12/2024; 1:00 pm to 1:30 pm

Zoom Meeting: Elycia Knight (SCSA) and Ryan Van Maarth (Stadium Manager)

Discussion:

- Naming Rights Signage
- LED Field Lights - Sports Lighting Project
- Bowl Modifications
- DAS System
- CapEx Projects Construction Period

Financial Management System

Managed Services Status Meeting

Date: 9/12/2024; 2:00 pm to 2:13 pm

Zoom Meeting: Tyler Cook, Brenda Lee, (SCSA); Brent Ghan (Stadium Manager); Chad Hundley, Giles Zollar (Armanino)

1. Available system review, available support hours and academy courses
2. Coupa/Scribe to load AP invoices into Great Plains
3. GP Update from 18.6 from 18.4
4. ManCo migration to Microsoft Business Central

Stadium Capital Projects Coordination - Critical Path

Date: 9/16/2024; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Reena Brilliot, Chuck Baker, Armand Lobao, Nimisha Agrawal (City/SCSA); Ryan Van Maarth, Francine Hughes (Stadium Manger); Amber Luther (Populous), Joseph Crummet (DevCon), Shannon George (DJP)

Discussion:

- Video Board Design
- CEQA Studies – Noise and Glare
- FAA and Land Use Commission Next Steps

Date: 9/16/2024, 5:00 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various Stadium Issues

Date: 9/17/2024, 9:30 am
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Glen R. Googins, Stadium Authority Counsel
Chuck Baker, Assistant City Manager
Christine Jung, Assistant to the City Manager
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed
Karina Herold
Sonia Nayak
Ruth Shikada
Becca Smith
Robert Weikert

1. FIFA World Cup 2026 Assignment and Assumption Agreement Negotiations

Weekly Accounting Status Meeting

Date: 09/18/2024; 2:30 pm to 2:37 pm

Teams Meeting: Brenda Lee (SCSA); Brent Ghan, Caitlin Ritchie (Stadium Manager)

1. FY 2024-25 Public Safety Cost reimbursements

Date: 9/18/2024, 5:00 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various Stadium Issues

Date: 9/19/2024, 2:30 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various Stadium Issues

CapEx Check-In

Date: 9/20/2024; 12:30 pm to 1:00 pm

Zoom Meeting: Elycia Knight (SCSA) and Ryan Van Maarth (Stadium Manager)

Discussion:

- Check-in on Capital Project design and construction timelines.

Stadium Capital Projects Coordination - Critical Path

Date: 9/23/2024; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Reena Brilliot, Chuck Baker, Armand Lobao, Nimisha Agrawal (City/SCSA); Ryan Van Maarth, Francine Hughes (Stadium Manager); Amber Luther (Populous), Joseph Crummet (DevCon)

Discussion:

- Update on CapEx Design and Construction Schedule
- Video Board Design
- CEQA Studies – Noise and Glare
- FAA and Land Use Commission Next Steps
- Update on Concert Permit Review Progress
- Facilities Condition Assessment

Date: 9/24/2024, 10:30 am
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. Various FIFA World Cup and Stadium Issues

Date: 9/25/2024, 1:00 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jodi Marvet, Risk Manager

1. 2026 Insurance Procurement

Date: 9/25/2024, 5:15 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Glen R. Googins, Stadium Authority Counsel

For Stadium Manager:
Jihad Beauchman

1. FIFA World Cup and Stadium Issues

Date: 09/26/2024; 11:30 am to 1:00 pm

In Person Meeting at Sajj Mediterranean 4140 N 1st Street Ste #10, San Jose: Kenn Lee (City/SCSA); Jeff Fong, Chris Steele (Stadium Manager)

1. SCSA Finance Updates
2. ManCo Updates
3. ERP Project
4. Lender Approvals of Settlement
5. SCSA Financial Statements
6. Auditor reviews and engagements

Date: 9/26/2024, 2:00 pm
In Person Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director
Glen R. Googins, Stadium Authority Counsel
Chuck Baker, Assistant City Manager
Christine Jung, Assistant to the City Manager
Elizabeth Klotz, Assistant City Attorney

For Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed
Karina Herold
Sonia Nayak
Ruth Shikada
Becca Smith
Robert Weikert

1. 2026 FIFA/Super Bowl Negotiations

CapEx Check-In

Date: 9/27/2024; 12:30 pm to 1:00 pm

Zoom Meeting: Elycia Knight (SCSA) and Ryan Van Maarth (Stadium Manager)

Discussion:

- Check-in on Capital Project design and construction timelines
- Invoicing

49ers Grant Commitment Meeting

Date: 09/30/2024; 11:00 am – 11:30 am

Zoom Meeting: Christine Jung, Laura Sunseri (City/SCSA); and Elijah Lefkow (49ers)

1. Introductions to City Community Grant Program Manager and the 49ers Designee
2. Overview of the City of Santa Clara Community Grant Program
3. Overview of the 49ers Grant Commitment
4. Establish consultation process as required in the Initial Grant Funding Agreement between the City of Santa Clara and the 49ers

Date: 9/30/2024, 3:30 pm
Teams Meeting:

For Santa Clara Stadium Authority:
Sujata Reuter, Chief Assistant City Attorney

For Stadium Manager:
Jihad Beauchman

1. *Nevarez v. Stadium Authority* litigation
2. Allied Security Agreement

**STADIUM AUTHORITY/STADIUM MANAGER
QUARTERLY STATUS MEETING
September 30, 2024 | 3:30 p.m. – 5:00 p.m.
Levi's Stadium**

ATTENDEES

City/Stadium Authority

- Chuck Baker, Assistant City Manager/Assistant Executive Director
- Christine Jung, Assistant to the City Manager/Assistant to the Executive Director
- Elycia Knight, Development Project Manager

49ers/Stadium Manager

- Francine Melendez Hughes, Executive Vice President & General Manager
- Peter Wilhelm, Chief Financial Officer
- Emily Eskin, Head of Stadium Events

AGENDA

1. Non-NFL Events

a. FY 24/25 – most recent performance numbers

Discussion of the Stadium Manager's process for booking major events, learnings from other stadiums, Non-NFL Event revenues, and factors that impact revenues and/or final net numbers including public safety costs and/or delayed public safety invoicing.

b. FY 24/25 – Sales/Marketing strategy/update

Discussion of various sales and marketing items, including the Stadium Manager's strategy for booking private events, a potential marketing partnership with the DMO, and the Stadium Authority's third-party market trend analysis through Canyon Oaks.

2. Allied agreement

a. Status of Allied's review and appearance at Council Meeting

Discussion of the proposed agreement with Allied for event security services that is pending Board approval as part of the October 8, 2024 agenda and Stadium Manager staff's participation at the Board meeting.

3. Levy amendment agreement summary of terms/request to CSC Discussion of amended terms to the Levy agreement for concessionaire services that is being requested for Board approval.

4. Fanatics agreement summary of terms/request to CSC

Discussion of the proposed agreement with Fanatics for merchandise concession services that is being requested for Board approval.

5. CIP Projects

a. Digital signage commercial terms

i. Levi's sign replacement cost estimate

Discussion of timeline for Board approval and coordination of next steps with the Stadium Manager's Procurement Director.

ii. Control room equipment cost estimate status/implications on tenant improvement amortization

Stadium Manager is still working on this item.

b. DAS permit status (identify lease language)

Discussion of a time-sensitive DAS permit, which would allow the Stadium Manager to move forward on a tenant improvement project.

c. Facilities Condition Assessment (FCA) status

Discussion of looping Stadium Authority staff back in the FCA process and how the FCA would prioritize projects.

6. FY 25/26 Budget

a. Status of budget/discussions/meeting cadence

Stadium Authority and Stadium Manager staff agreed that the respective Finance teams would partner on the process.

7. SBL Amendments

a. Follow up on requested information

Discussion of cost neutral amendments to SBLs that relocate SBL Holders to different seats in sections that are priced at the same level and relevant agreement provisions.



Agenda Report

25-893

Agenda Date: 8/26/2025

REPORT TO CITY COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Presentation on a Proposed League Event Agreement with Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC to Host Super Bowl LX

COUNCIL AND BOARD PILLARS

Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

EXECUTIVE SUMMARY

On February 8, 2026, Levi's® Stadium is scheduled to host Super Bowl LX (SBLX). The Super Bowl is the annual championship game of the National Football League (NFL). It serves as the final game of every NFL season and is generally played on the second Sunday in February.

This report presents background information and details on a proposed League Event Agreement for hosting SBLX that has been negotiated between business and legal staff of the City/Stadium Authority and various third-party stakeholders, including the Bay Area Host Committee (BAHC) and several business entities associated with the San Francisco Forty Niners.

Article 21 of the Amended and Restated Stadium Lease (Stadium Lease) between the Santa Clara Stadium Authority (Stadium Authority) and Forty Niners SC Stadium Company, LLC (StadCo), grants StadCo the right to use Levi's® Stadium for the Super Bowl in accordance with the terms of a negotiated "League Event Agreement." Under Article 21, such agreement can modify the terms of the Stadium Lease and include one or more "third parties, such as an event host committee" to be responsible for certain event costs and expenses, including public safety costs. These entities and their respective roles are described later in this report.

The proposed League Event Agreement that is being presented to the City Council and Stadium Authority Board sets forth terms and each party's responsibilities for hosting SBLX at Levi's® Stadium. This includes a commitment from the BAHC to reimburse the City for all event-related planning, training, equipment, public safety, transportation, and emergency response costs. If the BAHC fails to fully reimburse the City for such costs, StadCo will be responsible to make up any shortfall.

The League Event Agreement also includes terms for BAHC/NFL use of the City's Convention Center, BAHC assistance with marketing of City assets and promotion of City businesses, payment of a Senior and Youth Program Fee, and the process for preparing and presenting for Council consideration a "Special Event Zone" to regulate certain activities in and around the venue during the lead up to the game and the game itself. To provide additional assurances of timely reimbursement of

City's "Actual Event Expenses," the agreement also provides for BAHC to make an "Advance Payment" to the City on or before December 25, 2025 of 50% of the then estimated Actual Event Expenses.

Subject to Council/Board direction, the next step will be to finalize any outstanding terms or language within the League Event Agreement and bring it back to the Council/Board for final consideration and approval. This is currently scheduled for the September 16, 2025 Council/Board meeting. The agreement also remains subject to approval by the BAHC Board.

Lastly, it is important to note that Levi's® Stadium is also scheduled to host six FIFA World Cup 2026 (FWC26) matches, between June 13 and July 1, 2026. This will mark the first time a venue will host the FIFA World Cup and the Super Bowl in a single year. Because both major events present similar challenges, all involved parties have been coordinating efforts in order to maximize available resources and opportunities.

BACKGROUND

This background section provides information that is relevant to a discussion of the proposed League Event Agreement that sets forth terms and responsibilities for hosting SBLX. This includes information on the key entities that have responsibilities related to hosting SBLX; the Super Bowl 50 bid process and agreements; the City/Stadium Authority's SBLX planning and negotiation efforts.

Key Entities Relevant to Hosting SBLX

Several major entities will have responsibilities and relationships with the City and Stadium Authority with respect to hosting SBLX at Levi's® Stadium. A list of the entities and their respective roles is provided below.

- **City of Santa Clara (City)**

The City of Santa Clara is the local jurisdiction where Levi's® Stadium is located, and lead agency responsible for public safety, transportation management, and permitting for the events.

- **Santa Clara Stadium Authority (Stadium Authority)**

The Santa Clara Stadium Authority exists as a public body, separate and distinct from the City of Santa Clara, and was established to provide for the development and operation of Levi's® Stadium. The elected members of the City Council serve as the governing board for the Stadium Authority, with the Mayor serving as the Chair, the City Manager as the Executive Director, and the City Attorney as the Stadium Authority Counsel.

- **National Football League (NFL)**

The NFL is the top professional American football league in the United States, consisting of 32 teams. The league is divided into two conferences: the American Football Conference (AFC) and the National Football Conference (NFC), each with 16 teams. The NFL regular season typically runs from September to early January, with each team playing 17 games. At the end of the regular season, the top teams from each conference advance to the playoffs, culminating in the Super Bowl, the NFL championship game, which is generally played on the second Sunday in February. The NFL partners with one of their teams, local agencies, and regional host entities (such as the BAHC) to organize the annual Super Bowl event.

- **Forty Niners Entities**

- **Forty Niners SC Stadium Company, LLC (StadCo)**

- Through a Stadium Lease with the Stadium Authority, StadCo leases Levi's® Stadium for NFL events.

- **Forty Niners Stadium Management Company LLC (ManCo or "Stadium Manager)**

- ManCo manages Levi's® Stadium on behalf of StadCo and Stadium Authority under the terms of a Stadium Management Agreement between the three parties.

- **Forty Niners Football Company LLC (TeamCo)**

- TeamCo operates as a business and management arm of the Forty Niners organization, overseeing the team's interests in Levi's® Stadium and related NFL team operations.

- **Bay Area Host Committee (BAHC)**

The Bay Area Host Committee, a non-profit 501(c)(6) organization, exists for the primary purpose of facilitating positive economic and societal impact to the region through major sporting events. The non-profit corporation is focused on bringing world-class events to the Bay Area to drive economic vitality, foster community-wide engagement, instill civic pride, and elevate global recognition. BAHC's Board of Directors is comprised of regional leaders and representatives from professional sports teams - including Bay FC, the Golden State Warriors, the Golden State Valkyries, the San Francisco 49ers, the San Francisco Giants, the San Jose Earthquakes, and the San Jose Sharks.

- **Regional, State, and Federal Government Partners**

Governmental entities from the regional, state, and federal level will work with City, Stadium Authority, Stadium Manager, and BAHC on emergency planning, transportation coordination, public safety, and other items for SBLX. Such entities include but are not limited to: City and County of San Francisco, City of San Jose, County of Santa Clara, Valley Transit Authority (VTA), Bay Area Transit Authority (BART), California Department of Transportation (CalTrans), California Governor's Office of Emergency Services (CalOES), Federal Bureau of Investigations (FBI), and Department of Homeland Security (DHS).

Super Bowl 50 Bid Process and Agreements

On February 7, 2016, Levi's® Stadium hosted Super Bowl 50. Through an agreement with the San Francisco Bay Area Super Bowl 50 Host Committee (Super Bowl Host Committee), the City and Stadium Authority was able to support Super Bowl 50 while ensuring that the City would be reimbursed for its governmental support services costs.

In March 2013, the City and the Stadium Authority entered into a Super Bowl L and LI Governmental Services Agreement (SB50 Governmental Services Agreement) (Attachment 1) with the Super Bowl Host Committee and StadCo.

The NFL required that, as part of the bid package, the local jurisdictions hosting Super Bowl events

provide certain assurances on public safety services, fire and emergency medical services, and other governmental services (e.g., code enforcement, planning and inspection, and traffic management) to support the Super Bowl. Under the terms of the SB50 Governmental Services Agreement, the Super Bowl Host Committee, a nonprofit corporation formed for purposes of submitting the bid and hosting Super Bowl 50 at Levi's® Stadium in Santa Clara, agreed to reimburse the City for all actual costs for planning, training and deployment costs for police, fire and emergency medical and other governmental services such as traffic management, planning, building inspection, public right-of-way clean up. The SB50 Governmental Services Agreement also provided general terms for a budget and cost allocation process, a reimbursement process, no Stadium rental fee for the Super Bowl, and no Convention Center rental fee for Host Committee's use for NFL On Location and an accreditation center. Although no Senior or Youth Program Fee was to be collected through ticket sales, the Super Bowl Host Committee agreed to make efforts to ensure grant funds were awarded to youth organizations in the City or alternatively to make a \$25,000 donation to the City to use in accordance with Senior and Youth Program Fee, among other things.

Additionally, the Stadium Authority and NFL entered into a Super Bowl L Stadium License Memorandum of Understanding (MOU) (Attachment 2) that the Stadium would comply with all of the physical and other requirements set forth in the bid specifications relating to the Stadium and that a complete license agreement reflecting the terms outlined in the MOU, as well as other terms and conditions set forth in the bid relating to the Stadium, should the Stadium be selected to host Super Bowl 50.

SBLX League Event Agreement Negotiations Overview

In 2018, the Super Bowl bidding process transitioned from a competitive approach to a more streamlined method. Now, the NFL identifies a city/team to host the event and presents the terms for hosting. The current process is very different than the one the City and Stadium Authority participated in with the development of the Super Bowl 50 bid, through their respective commitments of governmental services and use of the stadium for the Super Bowl.

In mid-2022, the Bay Area Host Committee was reactivated, and a formal bid to host SBLX was developed in late 2022, highlighting Levi's® Stadium's modern amenities, the success of Super Bowl 50, and Santa Clara's readiness. The proposal was submitted in early 2023, followed by NFL site visits and stakeholder meetings. On May 22, 2023, during the NFL Spring League Meeting, the NFL and team owners officially awarded SBLX to the Forty Niners and Levi's® Stadium.

Article 21 of the Stadium Lease between the Stadium Authority and StadCo, grants StadCo the right to use Levi's® Stadium for the Super Bowl in accordance with the terms of a negotiated "League Event Agreement." Under this Article, such agreement can modify the terms of the Stadium Lease and include one or more "third parties, such as an event host committee" to be responsible for certain event costs and expenses, including public safety costs.

On March 5, 2024, the City Council and Stadium Authority Board adopted the following Super Bowl LX Guiding Principles:

1. Professionally oversee the Super Bowl LX in a manner that positively highlights the City of Santa Clara and celebrates the rich diversity of Santa Clara's neighborhoods.
2. Attain reimbursement of all event costs, including public safety (pre- and post-event costs).
3. Ensure direct benefits to the Santa Clara community and Santa Clara businesses.

4. Plan and provide for communication and engagement with residential neighborhoods adjacent to Levi's Stadium and other venues that will be utilized for large events.
5. Ensure specific benefits to and involvement of Santa Clara youth and adult football programs.
6. Seek revenue generating utilization of the Santa Clara Convention Center and other event and recreation spaces (including college and school facilities) in the City of Santa Clara without any impact to the General Fund.
7. Seek mitigation of City and Stadium Authority financial risks and liabilities.
8. Engage in transparent communication on pre-planning efforts, with periodic progress reports to the City Council, including reports published on the City's website to promote engagement and awareness for residential neighborhoods adjacent to the Stadium and the City as a whole.
9. Pledge that the Santa Clara City Council, Stadium Authority Board, and City staff will follow the law, act ethically and transparently with the expectation that other parties do the same.

In 2024, consistent with these principles, the City and Stadium Authority began preliminary negotiations with the BAHC and the Forty Niners on the terms for a League Event Agreement. Concurrently, essentially the same parties were negotiating terms for the FIFA World Cup 2026 Assignment and Assumption Agreement (FIFA Agreement). Given the nature and complexity of the FIFA Agreement, the FIFA negotiations took priority. Ultimately, the desired terms were negotiated. These included (1) the full assignment of all obligations under the World Cup Stadium Agreement with FIFA to BAHC, including a formal release by FIFA of the Stadium Authority and the City from any such obligations, (2) BAHC's commitment to reimburse the City for all event-related public safety, transportation and emergency services costs, (3) BAHC's obligation to pay for all required Stadium Improvements (estimated at up to \$25 million), (4) BAHC's obligation to obtain third party approvals and buy outs required (with the exception of Stadium Authority's obligations under its Naming Rights Agreement with Levi's to provide a suite and tickets to the six FWC26 matches), and (5) a Guaranty by TeamCo of substantially all BAHC's financial obligations. On February 11, 2025, consistent with these terms, the Council and Board approved the final FIFA Agreement and a Guaranty of Certain 2026 FIFA World Cup Obligations. Since then, staff's attention has been focused on completing negotiation of remaining terms for SBLX with the goal of bringing forth a proposed League Event Agreement for City Council and Stadium Authority Board action.

Reimbursement of Incurred SBLX Costs

Pending finalization of negotiations on the terms for a League Event Agreement, in order to reimburse the City for certain expenses incurred in connection with event training and planning services, the City and BAHC have entered into several funding and reimbursement agreements.

The City and BAHC executed an Interim Funding Agreement for SBLX Planning and Preparation Activities (Attachment 3) that provided for a maximum reimbursement amount of \$150,000, effective as of January 1, 2025 and through May 31, 2025. Subsequent amendments extended the term (now through August 31, 2025 or execution of League Event Agreement, whichever is earlier) and increased the maximum reimbursement amount to \$250,000 (Attachment 3). Staff is working on an amendment to the Interim Funding Agreement to further extend the term through September 30, 2025 or execution of League Event Agreement, whichever is earlier.

At the time of writing this report, BAHC has already reimbursed the City \$135,151 under the terms of this Interim Funding Agreement for the City's police, fire, emergency management, and public works staffing costs associated with the planning, coordination, and preparation for SBLX. Staff is in the process of preparing a \$37,625 invoice, which has not been submitted to BAHC yet for

reimbursement, as it is currently in the final stages of internal review. Additionally, BAHC has reimbursed the City for event planning costs in the amount of \$61,000 incurred by the City from July 1, 2024 through December 31, 2024 through a Reimbursement Agreement for Super Bowl LX Pre-Agreement Expenses (Attachment 4). Furthermore, BAHC has reimbursed the City for costs related to the NFL's VPSO Program attended by Santa Clara Police Department and Santa Clara Fire Department personnel for Super Bowl 58 and Super Bowl 59 in the respective amounts of \$14,156 and \$100,000 through Reimbursement Agreements (Attachments 5 and 6).

Listed below is a table of the SBLX planning reimbursement agreements described above, including agreement term/reimbursement period, and the maximum reimbursement and reimbursed amounts per agreement.

Agreement	Agreement Term / Reimbursement Period	Reimbursement
Reimbursement Agreement for Super Bowl 58 VPSO Program	February 26, 2024 - Until services have been fully performed and paid for	\$15,000 maximum \$14,155.57 invoiced and received.
Reimbursement Agreement for Super Bowl 59 VPSO Program	February 13, 2025 - Until services have been fully performed and paid for	\$100,000 maximum \$100,000 invoiced and received
Reimbursement Agreement for SBLX Pre-Agreement Expenses	July 1, 2024 - December 31, 2024	\$61,000.24 maximum \$61,000.24 invoiced and received
Interim Funding Agreement for SBLX Planning and Preparation	January 1, 2025 - May 31, 2025	\$150,000 maximum \$135,151.05 invoiced and reimbursed
Interim Funding Agreement for SBLX Planning and Preparation - First Amendment	January 1, 2025 - July 30, 2025 or execution of League Event Agreement, whichever is earlier	See above
Interim Funding Agreement for SBLX Planning and Preparation - Second Amendment	January 1, 2025 - August 31, 2025 or execution of League Event Agreement, whichever is earlier	\$250,000 maximum (increased by \$100,000) \$37,625.12 invoice pending internal review

In June 2024, the City reclassified general staff time into specific SBLX activities covering the period from May 23, 2023 (the date of Council/Board approval of FWC26 Guiding Principles) through June 30, 2024 (the date before the Pre-Agreement Expenses Reimbursement Agreement term began). This reclassification ensured compliance with Measure J, which prohibits the use of City funds for stadium operations, and provided a clear process of tracking costs for reimbursement. At the same time, the City updated its City Manager's Directive (CMD 136) to provide additional guidance on staff timekeeping responsibilities, distinguish direct Stadium event costs from administrative time, and standardize reporting across departments.

During this period, staff whose time was not allocated in the Stadium Authority budget logged about 485 hours, valued at \$124,086, for preliminary activities and meetings following the announcement

that Santa Clara was selected as the location for SBLX. These costs, which spread across Community Development, Police, and Office of Emergency Management, covered early planning meetings, research into operational impacts, as well as a review of Super Bowl 50 documents and costs. The proposed League Event Agreement outlines a process to cover these pre-agreement costs through government funding if there is a surplus after BAHC's obligations are met. If not, the \$124,086 will be allocated to the Stadium Authority, consistent with prior practice for major Levi's Stadium events such as Super Bowl 50 and the 2019 College Football Playoff. Of note, these are the same terms that the Council/Board approved in the FIFA Agreement for all pre-agreement costs.

Community Outreach and Engagement

In alignment with SBLX Guiding Principle #8 and the counterpart Guiding Principle for FWC26 Events, providing for community engagement and transparency, staff has been providing regular updates to the Council, Board, and community on the City and Stadium Authority's planning efforts for the 2026 major events. Those presentations occurred on the following dates: September 26, 2023, March 5, 2024, August 27, 2024, December 10, 2024, February 11, 2025, and March 25, 2025.

These major event updates are also posted on the City's website in two locations: (1) the City's agenda report portal, Legistar, and (2) the City's dedicated webpage for SBLX and FWC26. The updates covered various topics including: the City's negotiation efforts, public safety planning, emergency management planning, coordination with key partners, participation in NFL programs like the Visiting Public Safety Officer (VPSO) Program and Future Host Cities Programs, the City's community engagement and economic development efforts including the Bloomberg Harvard City Leadership Initiative, a City Asset Marketing Program to leverage City assets for advertising and marketing opportunities, Discover Santa Clara's planning efforts, Santa Clara Convention Center preparations, City/Stadium Authority's tracking of incurred expenses, and BAHC's reimbursement of costs, among other things.

Recognizing that not all Santa Clara residents will choose or be able to attend SBLX or FWC26 in person, and with NFL or FIFA-hosted events taking place in other neighboring cities, the City has convened an Ad-Hoc Economic Development and Marketing Committee (committee) to facilitate community engagement for SBLX and FWC26, through community events and initiatives.

The committee started meetings in April 2025, with participation from community partners and stakeholders. The committee conducted workshops to provide input on development of slogan for community engagement for 2026 as well input on the types(s) of events for community engagement surrounding the major 2026 events. The committee will be presented staff's recommended slogan, final list of proposed City sponsored events, and development of a final calendar for citywide events for 2026. The committee will continue to assist with community engagement efforts, aiding in event coordination and collaboration on the upcoming events. The committee will also support the ongoing promotion/marketing of the events in the community.

DISCUSSION

Since the announcement of Levi's® Stadium as the NFL's designated venue for SBLX, City/Stadium Authority staff has been engaged in evaluating the proper framework and terms for Stadium Authority and City's involvement with the event. This included review and analysis of the City's previous SB50 Governmental Services Agreement, lessons learned from implementing the terms of that agreement, attendance at and evaluation of support services and requirements for the hosting of Super Bowl LVIII (in Las Vegas) and Super Bowl LIX (in New Orleans), and other considerations. City/Stadium

Authority staff also evaluated the various terms of the Stadium Lease that govern Super Bowl hosting at Levi's® Stadium, in particular Article 21, which contemplates the negotiation of a "League Event Agreement" to allocate costs and duties between, the Stadium Authority, City and the Forty Niners, and the inclusion of one or more "third parties, such as an event host committee" to be responsible for certain event costs and expenses. This evaluation process included staff development of the Super Bowl LX Guiding Principles, outlined above, patterned after the FIFA World Cup 2026 Guiding Principles, to provide a framework for League Event Agreement negotiations.

Since the fall of 2024, a substantial amount of time has been dedicated to developing and negotiating appropriate terms for a League Event Agreement between the City, Stadium Authority, BAHC, StadCo, and ManCo. The resulting agreement, at its core, affirms that the City will be the lead local agency in providing security at and around the Stadium for the SBLX game and related events, with assurances that the City will be reimbursed for its costs.

Very similar to the terms developed for the FIFA Agreement, the risks to the City are addressed through several robust mechanisms. These include (a) the implementation of a detailed and transparent reimbursement process for BAHC to pay the City for its "Qualified Event Expenses," ensuring that the City is compensated fairly, and in a timely manner for the full range of "Super Bowl Services" that the City will be providing the event; and (b) a clear and efficient dispute resolution framework to handle any disagreements that may arise with respect to such expenses.

To further protect the City's financial interests, the agreement also requires an "Advance Payment" of fifty percent (50%) of projected actual event expenses before invoices are submitted. Additionally, the League Event Agreement also provides that StadCo is responsible for any failure by the BAHC to reimburse City's "Qualified Event Expenses". This financial backstop ensures that if BAHC is unable to meet its reimbursement obligations for the benefit of the City, StadCo will be legally required to cover any shortfall. As the tenant under the Stadium Lease and the entity already responsible for the reimbursement of City public safety costs for general NFL Games and Events, StadCo is the appropriate entity to undertake this obligation. Collectively, these measures balance the potential risks and benefits, ensuring that the City and Stadium Authority are adequately safeguarded while supporting the successful execution of the event.

These terms, and others, have now been substantially negotiated among the parties and memorialized in the current draft League Event Agreement (Attachment 7). **Note:** While substantially negotiated, the attached draft of the League Event Agreement is currently under final review by all parties and may be subject to revisions before it is completely finalized. Any substantive changes that come out of this process will be highlighted when the agreement is brought back for final Council/Board consideration and approval.

Key Terms in the League Event Agreement

The following is a summary of the key terms in the draft League Event Agreement.

1. League Event Agreement Implements and Modifies the Stadium Lease [Agreement Section 1]

As contemplated by Article 21 in the Stadium Lease, the League Event Agreement acts to implement and modify the Stadium Lease. This is meaningful in a number of ways, including: (a) the negotiated terms for SBLX do not provide for a "threshold" on Public Safety Costs

above which the Stadium Authority would need to contribute (Sections 7.5.2 and 7.5.3 of the Stadium Lease); and (b) the negotiated terms for SBLX call for any amounts paid to the City towards the Senior and Youth Program Fee to not be subject to the cap on such fees (Section 12.2 of the Stadium Lease). The remaining provisions of the Stadium Lease not modified by or inconsistent with the League Event Agreement remain in effect. [Section 1]

2. Subject to Reimbursement, City Shall Provide Necessary Local Public Safety, Transportation Management, Emergency Medical Response and Related Event Services (“Super Bowl Services”) in Accordance with City Approved “Super Bowl Services Master Plan” and “Public Safety Plan” [Agreement Sections 2.1 and 2.2]

- a. “Super Bowl Activities” include the SBLX game and designated Super Bowl related events taking place in and within the security perimeter of the Stadium before, during and after the game. Upon mutual agreement of the parties, Super Bowl Activities may be expanded to include events and activities that require public security services, such as in and around hotels and other facilities within the City used by the NFL teams, friends and family and NFL officials/contractors, and other Super Bowl related activities in the City initiated or requested by BAHC on behalf of the NFL occurring outside the security perimeter of the Stadium. [Section 2.1.1]
- b. “Super Bowl Services” include what’s typically involved in support of any NFL event at the Stadium (e.g., planning and event day public safety, transportation management, emergency medical response, logistics support services, along with certain required materials and equipment), but expanded to meet the unique demands and requirements of the Super Bowl. Service components include “Event Planning and Training Services,” “Actual Event Services,” “Required Equipment Costs,” and “Miscellaneous and Unanticipated Expenses.” [Sections 2.1.2, 3.4.6, 3.4.7 and Exhibit A]
- c. City will prepare, in regular consultation with BAHC, ManCo, and StadCo, plans for the City’s provision of Super Bowl Services, collectively, the “Super Bowl Services Master Plan.” As a component of the Master Plan, City will also produce a SBLX Public Safety Plan. City shall solicit input from all stakeholders in the preparation of such plan, including other involved law enforcement agencies and the NFL. Ultimately, City (SCPD) will have final approval over the Master Plan and the Public Safety Plan; and City will be the local lead agency responsible for Plan implementation. [Sections 2.2.1 and 2.2.2]

These terms align with SBLX Guiding Principles #2 and #7 which respectively cover reimbursement of event costs and mitigation of City and Stadium Authority financial risks/liabilities.

3. BAHC Responsibility to Reimburse City for all “Qualified Event Expenses” [Agreement Sections 2.3, 3.2 through 3.4, and 3.6]

- a. BAHC is responsible for reimbursing City for all “actual and reasonable costs” incurred

by City in connection with City's provision of Super Bowl Services ("Qualified Event Expenses"). Note: "actual and reasonable" costs is the same standard for reimbursement currently provided under the Stadium Lease for NFL Games. Reimbursable categories of "Qualified Event Expenses" include: "Event Planning and Training Expenses," "Actual Event Expenses," reasonable costs related to "Required Event Equipment," and "Miscellaneous or Unexpected Expenses." [Sections 3.2, 3.3, 3.4, and Exhibit A]

- b. The City is responsible for preparing a "Preliminary Cost Estimate" for its projected necessary Super Bowl Support Services. Event Planning and Training Expenses are currently estimated at \$796,976; Required Event Equipment Costs are estimated at \$478,921; and Actual Event Expenses are estimated to be \$5,027,015, for a total of \$6,302,912. Note: These figures are currently being updated and finalized. [Exhibit B]
- c. "Updated Cost Estimates" are required on or about November 15, 2025 and January 15, 2026, or more frequently if either party learns of a "material" new cost factor. [Agreement Section 2.3.2]
- d. BAHC's ultimate reimbursement obligation is to pay whatever actual and reasonable "Qualified Event Expenses" are incurred and invoiced, even if such amount is above the final "Updated Cost Estimate." [Section 3.2]

These terms align with SBLX Guiding Principles #2 and #7 which respectively cover reimbursement of event costs and mitigation of City and Stadium Authority financial risks/liabilities.

4. Invoicing and Reimbursement Process for Pre-Event Expenses [Agreement Section 3.3]

- a. In general, Event Planning and Training expenses are to be billed monthly using processes and forms similar to what parties have used under the Interim Funding Agreement. [Section 3.3]
- b. BAHC may request additional information or reasonably dispute requested reimbursement items. [Sections 3.3.2, 3.3.3, and 3.3.5]
- c. After review and approval, BAHC will pay all undisputed items and set aside disputed amounts; if disputed amounts balance exceeds \$50,000, such amounts to be deposited into a Dispute Escrow Account. [Section 3.3.4]
- d. Parties will meet and confer to resolve disputes; if disputed amounts exceed \$200,000, either party can trigger expedited Dispute Resolution through binding mediation. [Section 3.3.4 and 3.5]

These terms align with SBLX Guiding Principles #2 and #7 which respectively cover reimbursement of event costs and mitigation of City and Stadium Authority financial risks/liabilities.

5. Invoicing and Reimbursement Process of Actual Event Expenses [Agreement Sections 3.4 and 3.5]

- a. To assure payment of “Actual Event Expenses,” BAHC agrees to make an “Advance Payment” to the City on or before 45 days prior to the SBLX game (December 25, 2025), 50% of the then estimated Actual Event Expenses. (Based on current cost estimates this payment would be approximately \$2,513,500). [Section 3.4.1]
- b. City’s target date for its invoice for Actual Event Expenses is April 1, 2026. The target date for City’s “clean up” invoice, including unbilled third-party costs, is May 1, 2026. [Section 3.4.2]
- c. BAHC reserves the right to request additional information and reasonably dispute requested reimbursements, with parties meeting and conferring to resolve disputes, and deposits of any disputed amounts into the “Dispute Escrow Account.” [Sections 3.4.3 - 3.4.5]
- d. If parties are unable to resolve any dispute(s) over amounts owed, the matter(s) will be decided through binding arbitration. [Section 3.5.3]
- e. Subject to offset for Advance Payments amounts already paid, and any disputed amounts submitted to arbitration, BAHC shall pay all remaining amounts owed within sixty (60) days of City’s final “Completed Payment Request.” [Section 3.4.5]

These terms align with SBLX Guiding Principles #2 and #7 which respectively cover reimbursement of event costs and mitigation of City and Stadium Authority financial risks/liabilities.

6. Special Rules for Equipment and Miscellaneous Expenses [Agreement Sections 3.4.6 and 3.4.7]

- a. The cost of additional equipment required for SBLX will also be reimbursed by BAHC. [Section 3.4.6 and Exhibit B]
- b. If equipment is to be purchased and used for Super Bowl Activities only, BAHC prior approval is required; if it is to be retained by City for future use, it will be leased to BAHC at reasonable rates; if it is not to be retained, at its option, BAHC shall be entitled to retain the equipment itself (subject to applicable laws), or receive its salvage/sale proceeds. [Section 3.4.6.c and d]
- c. If equipment can be leased instead of purchased this is preferred; third party lease costs will be passed through to BAHC as a Qualified Event Expense. [Section 3.4.6.d]
- d. Whenever practical, in order to reduce costs and achieve economies of scale, City shall coordinate and combine its procurement of equipment with its procurement of

“Required Event Equipment” under the terms of the FIFA Agreement. City will allocate and invoice all “Qualified Event Expenses” incurred in connection with such coordinated procurement efforts as “World Cup Support Services” or “Super Bowl Support Services” based on the extent to which such equipment is projected to be deployed for such events. [Section 3.4.6.e]

- e. Miscellaneous or unanticipated costs to discussed and reasonably agreed to by the parties. [Section 3.4.7].
- f. Equipment costs and approved miscellaneous costs to be submitted for reimbursement with the next scheduled Payment Request. [Section 2.3.4.c and 3.4.7]

These terms align with SBLX Guiding Principle #2 which covers reimbursement of event costs.

7. StadCo Responsible for Any Qualified Event Expense Shortfall; Qualified Event Expenses Paid Not to be Treated as “Public Safety Costs” for Purposes of the Stadium Lease

[Agreement Section 6.1]

- a. If BAHC fails to fulfill its obligation to fully reimburse City for City’s Qualified Event Expenses (a “Qualified Event Expense Shortfall”), StadCo shall reimburse City the entire amount of the Qualified Event Expense Shortfall. [Section 6.1]
- b. In no event shall any Qualified Event Expense amounts paid by BAHC or StadCo under the terms of the League Event Agreement, including any Qualified Event Expense Shortfall, count or be treated as “Credited Public Safety Costs” under the terms of the Stadium Lease between Stadium Authority and StadCo, and the Parties acknowledge and agree that the Super Bowl Game shall not be included in the calculation of the Public Safety Costs Threshold for the 2025-2026 Lease Year. [Section 6.1]

These terms align with SBLX Guiding Principles #2 and #7 which respectively cover reimbursement of event costs and mitigation of City and Stadium Authority financial risks/liabilities.

8. Cooperation on Federal and State Funding
[Agreement Section 6.12]

- a. The Parties agree to cooperate to obtain private and public sources of funding to help offset Qualified Event Expenses, ideally with earmarks for that purpose. [Section 6.12.a]
- b. If “New Government Funding” is actually paid to City for Qualified Event Expenses, BAHC’s obligations will be offset by the amount received by City. If funding is committed, but not yet received, parties to meet and confer to see if any corresponding BAHC obligations may be offset pending the actual receipt of funding, subject to final, reasonable City approval. BAHC will remain ultimately responsible if government funding is not ultimately received. [Section 6.12.b]

These terms align with SBLX Guiding Principle #7 which covers mitigation of City and Stadium Authority financial risks and liabilities.

9. Stadium Capital Improvements [Agreement Section 4]

- a. Although no capital improvements are currently expected to be required in connection with SBLX, any Stadium Capital Improvements that are required shall be overseen and implemented by ManCo ("Super Bowl Improvements). All proposed Super Bowl Improvements outside the Tenant Exclusive Areas, where required under the existing Stadium agreements, must first be approved by Stadium Authority. [Section 4.1]
- b. Any Super Bowl Improvements shall not be treated as capital improvements requiring funding by Stadium Authority under the Stadium Lease. BAHC and StadCo are jointly liable for funding and lien-free completion of any such improvements. [Section 4.2]

These terms align with SBLX Guiding Principle #7 which covers mitigation of City and Stadium Authority financial risks and liabilities.

10. Permitting and Additional Agreements [Agreement Sections 5, 6, and 9]

- a. Permitting. City to work in good faith to expedite permit processing; BAHC to pay all customary processing and permit fees. [Section 5]
- b. NFL Stadium Access. StadCo may enter into a license agreement with the NFL (and with BAHC as appropriate) to grant access to the Stadium for purposes of hosting SBLX. Should BAHC, or other third-party access to the Stadium be needed in connection with SBLX for tours, preliminary site inspection visits, planning meetings, or other related purposes, during the Non-NFL Event season/period, and such access should mitigate any negative impacts on the planning or execution of ticketed and non-ticketed Non-NFL Events in accordance with the Stadium Lease. [Section 6.2]
- c. Convention Center Use. Use of the City's Convention Center for Super Bowl Activities shall be provided on the following terms:
 - (1) Use Term shall be from January 17, 2026 through February 13, 2026, with certain designated facilities retained for City use/rental from January 17, 2026 to January 26, 2026.
 - (2) Facility Rent shall be \$650,000, subject to offset by Rent Credits as follows: a 20% "Major Event Credit" equal to \$130,000; a \$200,000 "Business Development Funds Credit" (pending approval of funding by the Silicon Valley/Santa Clara Destination Marketing Organization Board of Directors); and a "Performance Rent Offset" of not to exceed \$320,000 based on actual expenditures from events held on Food and Beverage, Audio Visual and Information Technology Services (40% of expenditures up to \$500,000 and 30% of expenditures between \$500,000 and \$900,000).

(3) A security deposit of \$320,000 shall be paid in two installments of \$160,000, on November 1, 2025 and January 1, 2026.

(4) If the Convention Center is not used during the Use Term, or the booking is cancelled, there shall be a cancellation fee due and payable from BAHC in the full amount of Facility Rent (\$650,000).

These terms are consistent with the Convention Center's standard practice of offering rent credits for bookings with a significant economic impact and revenue associated with food, beverage, and other expenses billed by the Convention Center. The proposed rental, deposit, and cancellation fee provisions also improve upon the City's SB50 Governmental Services Agreement, which waived all Convention Center rental fees for the Host Committee's use of NFL On Location and the accreditation center.

- d. Access to Other City Facilities/Youth Sports Park (YSP). If either the NFL or BAHC needs access to any facilities under the control of the City or the Authority other than the Stadium, including the YSP (which the Parties anticipate will be within the security perimeter for the Game and Designated Events), they must secure the necessary right of entry permits and/or licenses from the City or the Stadium Authority where applicable, on reasonable terms to be negotiated. [Section 6.3]

The City is engaged in separate negotiations with the NFL concerning the potential use of the YSP and the remaining City-controlled portions of the former Yellow Lots, including the tennis courts during the event period. Such negotiations are independent of, and shall have no bearing on the League Event Agreement. Consideration will be given to the interests of existing users, and appropriate mitigation measures or benefits will be addressed as part of any resulting agreement. Any such use agreement will be presented to the City Council at a later date.

- e. Senior and Youth Fee. StadCo shall pay to the City the Santa Clara Senior and Youth Program Fee on each SBLX ticket in the amount specified in Section 12.2 of the Stadium Lease; however, such amounts shall not be counted towards any cap on such fees provided in Section 12.2. If the NFL will not permit the inclusion of the Santa Clara Senior and Youth Program Fee in its tickets for the Game (as is expected), StadCo agrees to provide a donation to the City, within 60 days of the Game, for use by the City for Senior and Youth Program purposes, an amount equal to the amount of the Santa Clara Senior and Youth Program Fee that would have been collected had they been allowed. [Section 6.6]
- f. Conflicts of Interest. In implementing its obligations under the Agreement, ManCo is obligated to comply with all standards under the Management Agreement. [Section 6.13.1] BAHC will also not include Forty Niners officials in the consideration and approval of this League Event Agreement. Given that this is an NFL Event, this restriction will not apply to fundraising efforts or with respect to BAHC's obligations to the NFL or the implementation of the League Event Agreement as StadCo will be materially involved. [Section 6.13.2] All parties shall comply with applicable federal, state and local laws, including conflict of interest laws, in connection with the League

Event Agreement and the implementation of the event. [Section 6.13.3]

- g. No City Waiver of Local Taxes or Fees. City has not agreed to any waiver of local taxes or fees in connection with the Super Bowl events and is not responsible for reimbursing for any such taxes or fees. [Sections 6.11 and 9.3]
- h. Marketing and Promotion of City. BAHC and Discover Santa Clara, Santa Clara's Destination Marketing Organization (DMO) will use commercially reasonable efforts to coordinate and collaborate with the City to jointly promote and market City businesses, events, and facilities in association with SBLX in accordance with a separate, pending agreement between BAHC and DMO. Upon request from the City, BAHC shall endeavor in good faith to arrange for support from Bay Area professional sports teams (for example, professional athlete and/or team mascot guest appearances) at City sponsored events (including but not limited to the October 4, 2025, Santa Clara Parade of Champions) ("City Sponsored Event Support"). BAHC cannot guarantee City Sponsored Event Support, and neither BAHC nor any professional sports team, shall be required to incur any out-of-pocket costs in connection with solicitation or provision of City Sponsored Event Support. [Section 6.7]
- i. Joint Marketing of City Assets. BAHC and StadCo agree to cooperate with City in the marketing of any City assets to NFL or their commercial partners. City's marketing shall be subject to the terms of any existing agreements binding on the City that limit such activities (e.g., the Ground Lease and the Parking Rights agreements), and applicable provisions of any adopted Special Event Zone, below. [Section 6.8]
- j. Special Event Zone. City staff agrees to prepare and present to the City Council for its consideration, within the limits of applicable state and federal law, a "Special Event Zone" ordinance designed to protect the public health, safety and welfare, and enhance local aesthetics by temporarily regulating or restricting certain advertising and commercial activities within the vicinity of the Stadium leading up to and during the Super Bowl event. The ordinance is also intended to address NFL concerns and standards for such activities. The BAHC shall be responsible for reimbursing City all staff and related costs in preparing the ordinance and shall defend the City from any legal challenges. The City Council will retain discretion to approve or disapprove the proposed ordinance in its sole discretion. The parties are still negotiating terms for what happens if the Council elects not to approve the ordinance, as this is considered an integral part of the successful staging of the event at the Stadium. Note: The City approved a similar ordinance back in October of 2015 as part of its hosting of Super Bowl 50. [Section 6.9]
- k. Point of Sale Designations. BAHC and StadCo shall cooperate with City to have the City of Santa Clara designated as the "point of sale" for transactions that could generate local sales and use taxes related to Super Bowl Activities. [Section 6.10]

These terms align with SBLX Guiding Principles #1, #2, #3, #5, #6 and #7 which respectively cover promotion and celebration of the City, reimbursement of event costs, direct benefits to the Santa Clara community/businesses, benefits to Santa Clara football programs, revenue from use of Santa Clara Convention Center and other City facilities without General Fund impacts, and

mitigation of City and Stadium Authority financial risks/liabilities.

11. Legal Provisions.

[Agreement Sections 7 and 8]

- a. Indemnities. ManCo/StadCo and BAHC to defend, protect, defend and hold City and Stadium Authority harmless in connection with their respective performance of services and undertaking of obligations for the Super Bowl Activities, excluding liabilities ultimately determined to have arisen as a result of the negligence or willful misconduct of City or Stadium Authority. [Sections 7.1.1 and 7.1.2]
- b. Insurance. Stadium Authority and StadCo to maintain “Standard Event Insurance” per existing NFL Event standards throughout term of the agreement and during the Super Bowl Activities, as set forth in the Stadium Lease and paid for in accordance to the Stadium Lease; however, subject to their reasonable approval, BAHC shall bear the cost of any additional costs for “Specialty Insurance” reasonably required by City/Stadium Authority or the NFL as result of enhanced risks presented by Super Bowl Activities. [Sections 7.2.1 and 7.2.2]
- c. Late Payments. Interest will accrue on late payments owed to City/Stadium Authority but not paid (“Delinquent Amounts”) at the rate of 1.25% per month (15% per year) until paid. Disputed amounts not paid shall not be treated as “Delinquent” but, if determined ultimately to be owed, shall themselves accrue interest at the rate of .25% per month (3% per year) from the date originally due. [Section 8.1]
- d. Remedies/Dispute Resolution. Parties are entitled to specific performance and monetary damages, but not consequential damages, as remedies for another party’s noticed but uncured default. Unresolved disputes over “Disputed Amounts” are to be submitted to binding arbitration. [Section 8.3]

These terms align with SBLX Guiding Principle #7 which covers mitigation of City and Stadium Authority financial risks and liabilities.

Next Steps

Staff will formally present the information included in this report and respond to questions from the City Council, Stadium Authority Board, and community. Subject to City Council/Stadium Authority Board direction, final action on the proposed League Event Agreement will then be agendized for the September 16, 2025 City Council and Stadium Authority Board meeting.

ENVIRONMENTAL REVIEW

The City Council certified the 49ers Santa Clara Stadium Project Environmental Impact Report (EIR) on December 8, 2009. The EIR analyzed the environmental impacts of both the stadium construction and regular operations of large-scale events, including as many as 20 annual major games (by assuming, as a worst case, that two teams would occupy the stadium each year), and expressly including the Super Bowl. Pursuant to CEQA Guidelines section 15162(c), a lead agency cannot reopen environmental review of subsequent actions that fall within the scope of a previously certified EIR.

FISCAL IMPACT

The financial impact of the League Event Agreement is included in the Discussion section above. In summary, these include Qualified Event Expenses, which are actual and reasonable costs incurred by City necessary to support Super Bowl Services. Categories of expenses include "Event Planning and Training Expenses," "Actual Event Expenses," reasonable costs related to "Required Event Equipment," and "Miscellaneous or Unexpected Expenses." The League Event Agreement requires BAHC to reimburse the City for Qualified Event Expenses and StadCo to take responsibility of any Qualified Event Expense Shortfalls in the event that BAHC fails to fully reimburse. The League Event Agreement ensures compliance with Measure J.

COORDINATION

This report was coordinated between the Offices of the City Manager/Executive Director and City Attorney/Stadium Authority Counsel.

PUBLIC CONTACT

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

RECOMMENDATION

Direct staff to bring forth the proposed League Event Agreement on the terms presented for Council and Board action at the September 16, 2025 meeting.

Reviewed by: Chuck Baker, Assistant City Manager/Assistant Executive Director

Approved by: Jovan D. Grogan, City Manager/Executive Director

ATTACHMENTS

1. Super Bowl L and LI Governmental Services Agreement
2. Super Bowl L Stadium License Memorandum of Understanding
3. Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities and Related Amendments
4. Reimbursement Agreement for Super Bowl LX Pre-Agreement Expenses
5. Reimbursement Agreement for NFL's Visiting Public Safety Officer (VPSO) Program - Super Bowl 58
6. Reimbursement Agreement for NFL's Visiting Public Safety Officer (VPSO) Program - Super Bowl 59
7. Proposed League Event Agreement (Draft)

SUPER BOWL L AND LI GOVERNMENTAL SERVICES AGREEMENT

This Super Bowl L and LI Governmental Services Agreement ("Agreement") is made and entered into as of the 19th day of March, 2013, by and among the City of Santa Clara, a chartered California municipal corporation ("City"), the Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*, ("SCSA"), the Forty Niners SC Stadium, LLC, a Delaware limited liability company ("StadCo"), and SF SB Committee, Inc., a California nonprofit mutual benefit corporation ("Host Committee").

RECITALS

- A. The National Football League, an unincorporated, not-for-profit association (the "NFL") owns, produces and controls its annual professional football championship game known as the Super Bowl and all rights relating thereto on an exclusive, worldwide basis.
- B. The Host Committee, acting as the "Bid Committee" is submitting bids (each a "Bid") to the NFL to host Super Bowl L and LI (each a "Super Bowl") and related activities with the expectation that a Super Bowl will be played at the Santa Clara Stadium (the "Stadium") and other Super Bowl events will occur in the city of Santa Clara. If awarded a Super Bowl, the Host Committee will become the actual host of the awarded Super Bowl, and is expected to raise sufficient funds to pay all of its obligations in connection with the Super Bowl.
- C. The Stadium is owned and operated by the SCSA. SCSA leases the property upon which the Stadium is constructed from the City pursuant to that certain Ground Lease dated March 28, 2012 by and between the City and the SCSA, (the "Ground Lease"). StadCo leases the Stadium from the SCSA for six months of the year pursuant to that certain Stadium Lease dated March 28, 2012 by and between the SCSA and StadCo (the "Stadium Lease"), and pursuant to the Stadium Lease is responsible for operating the Stadium for all "NFL Events," as such term is defined in Section 4.2.2 of the Stadium Lease.
- D. The City is supportive of the bid to host a Super Bowl and has within its jurisdiction facilities and premises, access roads, thoroughfares and other areas that may be used for the purpose of organizing, promoting, accommodating, staging and conducting a Super Bowl and its related events.
- E. StadCo and its affiliated entities are also supportive of the bid to host a Super Bowl and have devoted and will continue to devote substantial resources to the effort to win the bid and, if awarded, to accommodate, stage and conduct a Super Bowl.
- F. The NFL requires that the City, as part of the bid package, provide assurances that certain governmental services are provided for a Super Bowl at no cost to the NFL or the Teams participating in a Super Bowl. The City has adopted the required resolutions as

Resolutions No. 13-8009, 13-8010, 13-8011, 13-8012, 13-8013, 13-8014 ("Resolutions") in the form attached hereto as Exhibit A, and is prepared to provide the required services subject to the agreements regarding reimbursement provided for in this Agreement.

- G. The City, the SCSA, StadCo and the Host Committee desire to enter into this Agreement to set forth certain rights and obligations of the parties with respect to a Super Bowl.

NOW, THEREFORE, for and in consideration of the premises, undertakings and mutual covenants of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Super Bowl Services.

- a. The parties anticipate that the City will schedule, provide and command on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel and other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City) to perform public safety, traffic management and other public services (such services, including any services agreed to pursuant to Section I.b., collectively referred to as "City Super Bowl Services") for certain components of a Super Bowl that are expected to take place in the City, including but not limited to the Super Bowl Game, the NFL Tailgate, NFL On Location and Media Day to be held in connection with the Super Bowl.
- b. Upon the award of the Super Bowl by the NFL to the Host Committee, and every three months thereafter until the conclusion of the Super Bowl, the Parties shall meet and confer in good faith to mutually agree upon the scope and terms of the City Super Bowl Services including: (i) the specific public safety services to be provided, including but not limited to the training and deployment of police, fire and emergency medical services described in the Resolutions (the "Public Safety Services"); (ii) the other specific City Super Bowl Services agreed to be funded by the Host Committee that are not Public Safety Services to be provided, including but not limited to traffic management, planning, building inspection, public right-of-way cleanup or otherwise described in the Resolutions (the "Other City Super Bowl Services"); and (iii) the actual costs expected to be reasonably incurred by the City for the provision of such Public Safety Services (the "Public Safety Services Costs") and Other City Super Bowl Services (the "Other City Super Bowl Services Costs" and, together with the Public Safety Services Costs, the "City Super Bowl Services Costs"); and (iv) a fair and reasonable budget and cost allocation as between the City and the Host Committee with respect to costs related to planning for Public Safety Services (the meet and confer process described in this sentence shall be referred to herein as the "Services Agreement Process"). The City and the Host Committee recognize that the scope of the Public Safety Services to be provided will, at a minimum, be expected to meet any standards established by the NFL and federal law enforcement agencies. The parties hereby agree that the City shall not provide or undertake to provide any

Public Safety Services or Other City Super Bowl Services, and the City shall not incur any Public Safety Services Costs or Other City Super Bowl Services Costs, until the parties reach a mutual agreement on such items pursuant to the Services Agreement Process. Such mutual agreement(s) shall be memorialized as amendment(s) to this Agreement.

- c. In the event that the City and the Host Committee are unable to agree on either (i) the budget and cost allocation related to planning for Public Safety Services; or (ii) any significant matters relating to the scope of either the Public Safety Services or Other City Super Bowl Services, or the amount of City Super Bowl Services Costs, and either the City or the Host Committee concludes, after the City and the Host Committee have met at least three times on a particular issue, that discussions are no longer productive and the matter needs to be resolved to meet a reasonable schedule, then either party may cause the parties to submit any such unresolved matters to a mutually agreed upon mediator to be identified at a later time. The City and the Host Committee agree to split the costs of any such mediation. The parties expect that the selected mediator would have experience and knowledge of public safety matters in the context of a large entertainment or sports event, but that such selected mediator would not have to be a current or former public official. Any such mediation shall be conducted expeditiously and in all events the parties shall use their best efforts to have such mediation resolved within sixty (60) days after the matter is submitted to mediation. The City shall not undertake or provide any City Super Bowl Services that are the subject of such mediation until the mediation is completed.
- d. The City and the Host Committee may agree to use providers in addition to City personnel to the extent necessary based on City resources or, with respect to Other City Super Bowl Services, reasonably practicable in accordance with applicable law and the City's employment and labor obligations. To the extent that Public Safety Services Costs or Other City Super Bowl Services Costs would be provided by third parties the Host Committee may obtain estimates of such costs from other jurisdictions or service providers or negotiate lower costs with outside providers used by the City, and the parties shall use their best efforts to agree to use the lowest cost provider that is reasonably available. The Host Committee and the City will mutually agree on the terms of the agreements with any such outside providers. The Host Committee recognizes that the City is responsible for police and fire services within the City of Santa Clara and City will not relinquish its police powers within its jurisdiction. The Host Committee further recognizes that the City will be the lead local jurisdiction for Super Bowl events held in the City and any other local government entities (or persons employed by such entities) involved in the provision of Public Safety Services will be under the command of persons employed by the City for purposes of delivering Public Safety Services in cooperation with the NFL and federal law enforcement agencies.

- e. The Host Committee shall be responsible, and reimburse the City, for all of the City's actual Public Safety Services Costs for Public Safety Services and Other City Super Bowl Services Costs for Other City Super Bowl Services agreed upon pursuant to the Services Agreement Process pursuant to paragraph 1.b. herein and memorialized in an amendment hereto.
- f. Upon award of the Super Bowl by the NFL to the Host Committee, the City can submit invoices to the Host Committee for agreed Public Safety Services and agreed Other City Super Bowl Services for actual costs incurred by the City in connection with the actual performance of such services, including any deposits required to be paid by the City pursuant to any contracts entered into in accordance with agreed Public Safety Services and Other City Super Bowl Services (but subject to reimbursement to the Host Committee if any such deposits are refunded to the City under any such contract). Each invoice shall be detailed including a breakdown of services provided and hourly rates for the personnel providing such services. The Host Committee shall be responsible for paying each invoice within sixty (60) days of receipt. In addition, no fewer than 30 days prior to the day of a Super Bowl game, Host Committee shall advance to the City an amount equal to 50% of the agreed City Super Bowl Services Costs expected to be incurred on the day of the Super Bowl game (such amount the "Game Day Advance"). The Game Day Advance shall be counted as a credit toward any then outstanding or subsequently incurred amount owed by Host Committee to the City for City Super Bowl Services. In the event that the Host Committee and the City agree to use non-City providers for any City Super Bowl Services, the terms of payment of such providers shall be as set forth in the agreement for such providers.
- g. If the Host Committee is awarded the Super Bowl, the Host Committee shall use its reasonable efforts to determine whether a letter of credit or other form of security acceptable to the Host Committee and the City is available on terms and conditions reasonably acceptable to the Host Committee to secure the aggregate amount of City Super Bowl Services costs agreed pursuant to Section 1.b. The Host Committee will provide updates to the City during the Services Agreement Process regarding the progress of its fundraising and the Host Committee budget. As part of the Host Committee budget, Host Committee shall create a segregated Santa Clara Public Safety Services Cost line item. The methodology for allocating funds to such line item is to be agreed upon by the City and the Host Committee based on determination of the Public Safety Services Cost pursuant to the Services Agreement Process and the status of the Host Committee fundraising efforts.
- h. The parties hereto agree that the Host Committee shall not be required to pay any rental fee or similar charge for the use, in connection with a Super Bowl, of the Stadium or of any parking facilities owned by the City and controlled either by the SCSA or StadCo for Stadium related events listed on Exhibit B. The parties expect that such facilities would be returned in like condition. Notwithstanding

the preceding sentence, the Host Committee shall not be responsible for any damage or loss resulting from any casualty, terrorist acts, hurricanes, earthquakes, floods, acts of God, fires and other casualties, riots, insurrections or civil commotions, or any similar item, event or condition beyond the Host Committee's reasonable control, or any ordinary wear and tear (each of the foregoing a "Catastrophic Event"). However, the Host Committee shall contribute any proceeds received from any insurance policy for any facility described in this Paragraph 1.h. that are paid to the Host Committee in connection with a Catastrophic Event to the owner or party responsible for the repair of any of such facility. The City will support the use of the Santa Clara Convention Center for NFL On Location and an accreditation center related to the Super Bowl at no cost to the Host Committee. The City further supports the remaining use of the Convention Center through a Reservation Agreement with the NFL and its affiliates.

2. Ticket Surcharges.

- a. In compliance with the NFL's requirements, the City agrees that for purposes of a Super Bowl, StadCo and SCSA are excused from any and all obligations to collect or pay the City of Santa Clara Senior and Youth Program Fee, if applicable. Notwithstanding the preceding sentence, the Host Committee agrees that it will use reasonable efforts to ensure that a portion of any NFL Super Bowl Legacy Grants made by the NFL and funds raised by the Host Committee for purposes of making grants to non-profits are awarded to youth organizations meeting criteria established by the Host Committee operating in the City and providing services to City of Santa Clara youth, and shall use its reasonable efforts to ensure that appropriate organizations in the City are given equal consideration in terms of the amounts awarded as is given to other organizations throughout the San Francisco Bay Area. If for any reason, no NFL Super Bowl Legacy Grants are awarded to City of Santa Clara youth organizations, the Host Committee agrees that, if it retains any monies after satisfaction of all of its financial obligations with respect to a Super Bowl, then Host Committee will make a donation of not less than \$25,000 (or the remaining amount of any monies, if less than \$25,000) to the City to be used in accordance with the requirements for the Senior and Youth Program Fee.
- b. SCSA and StadCo further agree that, for a Super Bowl, that StadCo is excused from any and all obligations to collect or pay the "NFL Ticket Surcharge" as that term defined in Section 12.1.1 of the Stadium Lease.

3. Off Site Parking Permit Fee. Pursuant to Section 18.86.030 of the Santa Clara City Code, owners of property to be used for off-site parking for non-residential uses must apply for and pay an Off-Site Parking Permit Fee that is assessed on a per parking space per event basis. The purpose of the Off-Site Parking Permit Fee is to cover public safety and traffic management costs incurred by the City as a result of the use of parking spaces for events. The City costs intended to be paid for with the Off Site

Parking Permit Fee are part of the costs included in City Super Bowl Services Costs to be paid for by the Host Committee pursuant to the terms of this Agreement. In recognition of that fact, the City agrees to use reasonable efforts to adopt an ordinance exempting owners of off-site parking lots from the Off Site Parking Permit Fee for the Super Bowl and related events. StadCo and Host Committee recognize that adoption of such an ordinance is a discretionary action of the City Council and nothing herein waives that discretion. If, however, such an ordinance is not adopted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of the exemption.

4. Transient Occupancy Tax. The NFL requires that the NFL and its affiliates be exempted from the payment of any transient occupancy taxes associated with hotel rooms occupied by representatives of the NFL and its affiliates, including the teams participating the Super Bowl (the "Teams"). The City agrees to use reasonable efforts to adopt an amendment to its Transient Occupancy Tax to exempt employees of the NFL and its affiliates named in Exhibit C hereto, including the Teams, from the payment of Transient Occupancy Tax. The Host Committee recognizes that the adoption of any such ordinance is subject to the discretionary approval of the City Council and that as with all ordinances, such an ordinance may be subject to referendum or challenge. If, however, such an ordinance is not adopted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of the exemption.
5. Stadium License. NFL requests an agreement (a "Stadium MOU") signed by SCSA indicating an agreement concerning matters described in the Bid specifications relating to the Stadium and other areas of SCSA's authority, responsibility or control with respect to the Super Bowl. StadCo acknowledges that the SCSA will enter into the Stadium MOU and into the License contemplated therein. StadCo will cooperate with the SCSA to make StadCo's leased space in the Stadium and Ancillary Sites (as defined in the Stadium MOU), including parking areas, available under the Stadium MOU and the License in accordance with the terms of the Stadium MOU and the License; provided that StadCo shall not be required to incur any out of pocket costs in connection therewith. The parties acknowledge and agree, except as otherwise agreed to in writing by such entity after the date of this Agreement, that none of StadCo, the SCSA and/or the City or any of their respective affiliates shall be responsible for any costs under the Stadium MOU or License, including, but not limited to preparing the field pre-Super Bowl, or repairing and restoring the field, the Stadium, and all surrounding and related areas, including all parking areas under the control of the City, the SCSA or StadCo (except to the extent of proceeds received in respect of a Catastrophic Event, as defined in Paragraph 1.i, herein under insurance maintained in accordance with the Ground Lease or Stadium Lease), and that none of SCSA, StadCo and the City, nor any of their respective affiliates, will be responsible for any other out of pocket costs, including without limitation, any incremental insurance costs relating to the Super Bowl, that might otherwise be costs of StadCo or the SCSA, or their affiliates, under the Stadium Lease or agreements relating to Stadium parking or other Stadium uses. The City, SCSA and the Host Committee agree that neither StadCo nor

any of its affiliates shall have any further obligation, cost or liability under the Stadium Lease or otherwise arising out of or relating to the Super Bowl other than as set forth in the Stadium MOU, except to the extent that StadCo may, after the date hereof, otherwise agree in writing.

6. Ambush Marketing. The City agrees to use reasonable efforts to adopt an anti-ambush marketing "Clean Zone" within designated areas surrounding the Stadium to be agreed upon by the City, the NFL and the Host Committee, by, among other things, permitting marketing and advertising in the Clean Zone only upon the grant of a permit by the City. Notwithstanding the previous sentence, any anti-ambush marketing Clean Zone provisions are subject to federal and state Constitutional free speech protections. In adopting any regulations the City will use its best judgment of the legality of any anti-ambush marketing Clean Zone regulations and will only adopt such regulations that are reasonably understood to not result in an impairment of free speech rights. To the extent that the NFL shall require the City to incur costs enforcing the Clean Zone ordinance, such costs would be considered Public Safety Costs subject to reimbursement from the Host Committee pursuant to this Agreement. Recognizing the limitations of any Clean Zone regulations imposed by the City, the Host Committee agrees that to the extent that the NFL requires a prevention fund to prevent ambush marketing, the Host Committee shall be solely responsible for funding the prevention fund.
7. Compliance. In recognition of the significance of a Super Bowl and to ensure the safety of the public, the City agrees to allocate personnel and to establish expedited review processes for construction activity inside the Stadium and in the areas adjacent to the Stadium to adequately permit and inspect construction related to a Super Bowl. These expedited review processes will be provided to the NFL and the Host Committee to facilitate the timely submittal, review and approval of construction activities related to Super Bowl. The City also agrees to consider applications for permit fee waivers for construction activity related to the Super Bowl conducted by the NFL or the Host Committee which waivers are subject to the discretionary approval of the City Council. If, however, any fee waiver is not granted or expedited review is not granted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of such accommodations.
8. Host Committees Responsibilities. The Host Committee shall be solely responsible for meeting any obligations that the Host Committee may incur with regards to the use of facilities in or around the Stadium that require the Host Committee to enter into contracts with parties other than the City, SCSA and StadCo.
9. Fees and Taxes. Except as otherwise agreed to herein, the City is not responsible for and is not agreeing to waive any income, gross receipts, payroll, franchise, sales and use, admission, or amusement, taxes that maybe imposed on the NFL or its affiliates, the Host Committee or its affiliates or with respect to the Super Bowl events to be held in the City and shall not be responsible to reimburse the NFL, its affiliates, the Host

Committee or its affiliates for any income, gross receipts, payroll, franchise, sales and use, admission, or amusement taxes paid by such entities except as set forth herein.

10. Non-Liability of Officials. No member, official, employee, manager or agent of any party shall be personally liable to any other party, or any successor in interest, in the event of any default or breach by such party for any amount which may become due to any other party or successor or on any obligation under the terms of this Agreement.
11. State Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California.
12. Additional Acts. The parties each agree to take such other and additional actions and execute and deliver such other and additional documents as may be reasonably requested by the other parties for purposes of consummating the transactions contemplated in this Agreement.
13. Validity of Agreement. If any provision of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions, or circumstances, shall not be affected thereby.
14. Modification and Amendment. This Agreement cannot be amended or modified except by written agreement of the parties.
15. Termination. This Agreement may be terminated by the Host Committee upon 10 days written notice to the other parties hereto in the event that (i) the Host Committee or the NFL has determined that the Super Bowl will not be held at the Stadium and (ii) Host Committee has fully reimbursed the City for actual City Super Bowl Services Costs for agreed City Super Bowl Services incurred by the City prior to the effective date of such termination.

This Agreement may be terminated by the City or SCSA upon 10 days written notice to the other parties hereto in the event that the Host Committee fails to make any payments required to be made to the City or the SCSA pursuant to this Agreement when due and such failure continues after the City/SCSA has provided the Host Committee with written notice of such failure and at least 30 days to cure such failure (or 10 days to cure such failure in the case of a failure to pay the Game Day Advance in a timely manner). In the event this Agreement is terminated as a result of the Host Committee's failure to make required payments, the City and the SCSA shall also be entitled to rescind the Resolutions and take whatever actions are necessary to limit its liability with regards to the City Super Bowl Services.

Notwithstanding the foregoing, Paragraph 5 of this Agreement shall survive any termination pursuant to this Paragraph 15.

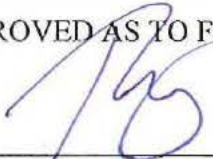
16. Entire Agreement. This Agreement (including any Exhibits, Schedules, Appendices or other attachments hereto) constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings, and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.
17. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties to this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.
18. Time of the Essence. Time is of the essence in the performance of all duties and obligations under this Agreement.
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the opening paragraph of this Agreement.


CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM



RICHARD E. NOSKY, JR.
City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk




JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

3/28/13
Date


SANTA CLARA STADIUM AUTHORITY
a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM




RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:



ROD DIRIDON, JR.
Authority Secretary



JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

3/28/13
Date

**FORTY NINERS SC STADIUM COMPANY, LLC, a
Delaware limited liability company**

By: 

Name: Larry MacNeil

Title: Executive Vice President

**SF SB COMMITTEE, INC., a California nonprofit
mutual benefit corporation**

By: 

Name: Daniel Lurie

Title: President

EXHIBIT A
Resolutions
[See attached]

RESOLUTION NO. 13-8009

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING SUPPORT FOR SUPER
BOWL L BID**

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, the City of Santa Clara has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities;

WHEREAS, hosting the Super Bowl and Official Events will generate goodwill, enhance the worldwide renown and prestige of the City of Santa Clara, create temporary jobs and create substantial beneficial economic and fiscal activity;

WHEREAS, the NFL has requested a declaration of support from the City of Santa Clara and certain assurances concerning the performance of reasonably necessary governmental services in connection with the Super Bowl and related Official Events held in the City of Santa Clara as part of the formal bid of SF SB Committee to have the City of Santa Clara designated as a site for Super Bowl L; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California

Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

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

I. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. That the City of Santa Clara welcomes Super Bowl L and related Official Events to its jurisdiction and to that end declares its full support of the efforts of SF SB Committee, Inc. to have the City of Santa Clara selected as the site for Super Bowl L.
3. That, upon designation of the City of Santa Clara as a site for Super Bowl L, and at all times thereafter, the City of Santa Clara, and its agencies, departments and personnel, agree to provide all governmental services (including without limitation public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").
4. That the City of Santa Clara agrees that neither the NFL, the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided relating to Super Bowl L and related Official Events.
5. That the City of Santa Clara agrees that it shall not authorize any sponsorships of the City of Santa Clara during the two weeks prior, through the week following, of Super Bowl L and related Official Events, provided, however, nothing herein shall prevent the City from authorizing sponsorships of specific City events unrelated to the Super Bowl.
6. Nothing herein shall prevent the City from seeking reimbursement for the governmental

services provided related to the Super Bowl and other Official Events from the SF SB Committee, the Santa Clara Stadium Authority or any other entity other than the NFL and the Teams.

7. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.


8. 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.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION
PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A
SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE
FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill 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: None

RESOLUTION NO. 13-8010

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING SUPPORT FOR SUPER
BOWL LI BID**

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, the City of Santa Clara has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities;

WHEREAS, hosting the Super Bowl and Official Events will generate goodwill, enhance the worldwide renown and prestige of the City of Santa Clara, create temporary jobs and create substantial beneficial economic and fiscal activity;

WHEREAS, the NFL has requested a declaration of support from the City of Santa Clara and certain assurances concerning the performance of reasonably necessary governmental services in connection with the Super Bowl and related Official Events held in the City of Santa Clara as part of the formal bid of SF SB Committee to have the City of Santa Clara designated as a site for Super Bowl LI; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California

Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

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

I. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. That the City of Santa Clara welcomes Super Bowl LI and related Official Events to its jurisdiction and to that end declares its full support of the efforts of SF SB Committee, Inc. to have the City of Santa Clara selected as the site for Super Bowl LI.

3. That, upon designation of the City of Santa Clara as a site for Super Bowl LI, and at all times thereafter, the City of Santa Clara, and its agencies, departments and personnel, agree to provide all governmental services (including without limitation public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").

4. That the City of Santa Clara agrees that neither the NFL, the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided relating to Super Bowl LI and related Official Events.

5. That the City of Santa Clara agrees that it shall not authorize any sponsorships of the City of Santa Clara during the two weeks prior, through the week following, of Super Bowl LI and related Official Events, provided, however, nothing herein shall prevent the City from authorizing sponsorships of specific City events unrelated to the Super Bowl.

6. Nothing herein shall prevent the City from seeking reimbursement for the governmental

services provided related to the Super Bowl and other Official Events from the SF SB Committee, the Santa Clara Stadium Authority or any other entity other than the NFL and the Teams.

7. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

8. 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.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION
PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A
SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE
FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill 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: None

RESOLUTION NO. 13-8011

A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF FIRE
AND MEDICAL EMERGENCY SERVICES FOR SUPER
BOWL L

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties L.L.C. ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl L with the expectation that Super Bowl L will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl L and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Fire Department is officially charged with the responsibility to provide fire and medical emergency services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental

Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR")

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL L WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL L AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1 The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution

2. Upon designation of the City of Santa Clara as the site for Super Bowl L and related Official Events, and at all times thereafter, the Santa Clara Fire Department shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").
3. Upon designation as the site for Super Bowl L, and at all times thereafter, the Fire Marshal shall acknowledge the unique and temporary status of construction related to the Super Bowl and its Official Events and shall issue appropriate waivers for temporary structures to be constructed at the Stadium for the Super Bowl, provided such structures meet fire safety standards.
4. The City of Santa Clara agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the fire and medical emergency services planned and/or provided relating to Super Bowl L and related Official Events.
5. Nothing herein shall prevent the City from seeking reimbursement for fire and medical emergency services costs from the Super Bowl host committee or any other entity other than the

NFL and the Teams.

6. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

7. 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.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:


AYES: COUNCILORS: Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill 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: None

Fire and Medical Emergency Agency Assurance Super Bowl L 2016

Page 4 of 4

RESOLUTION NO. 13-8012

A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF FIRE
AND MEDICAL EMERGENCY SERVICES FOR SUPER
BOWL LI

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl LI with the expectation that Super Bowl LI will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl LI and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Fire Department is officially charged with the responsibility to provide fire and medical emergency services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental

Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL LI WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPERBOWL LI AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution

2. Upon designation of the City of Santa Clara as the site for Super Bowl LI and related Official Events, and at all times thereafter, the Santa Clara Fire Department shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams")

3. Upon designation as the site for Super Bowl LI, and at all times thereafter, the Fire Marshal shall acknowledge the unique and temporary status of construction related to the Super Bowl and its Official Events and shall issue appropriate waivers for temporary structures to be constructed at the Stadium for the Super Bowl, provided such structures meet fire safety standards.

4. The City of Santa Clara agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the fire and medical emergency services planned and/or provided relating to Super Bowl LI and related Official Events

5. Nothing herein shall prevent the City from seeking reimbursement for fire and medical emergency services costs from the Super Bowl host committee or any other entity other than the

NFL and the Teams

6. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

7. 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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:


AYES: COUNCILORS: Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill 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: None

Fire and Medical Emergency Agency Assurance Super Bowl LI 2017

Page 4 of 4

RESOLUTION NO. 13 8013

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF
PUBLIC SAFETY SERVICES FOR SUPER BOWL L**

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates, owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Conunittee is submitting a bid to host Super Bowl L with the expectation that Super Bowl L will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Conunittee's bid to host Super Bowl L and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Police Department is officially charged with the responsibility to provide public safety services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial

Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL L WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL L AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. Upon designation of the Santa Clara Stadium as the site for Super Bowl L and related Official Events, and at all times thereafter, the Santa Clara Police Department shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the NFL and the two participating Teams (the "Teams"), other police services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the Teams.
3. The Santa Clara Police Department agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the law enforcement and public safety services planned and/or provided relating to Super Bowl L and related Official Events.
4. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.
5. Nothing herein shall prevent the City from seeking reimbursement for law enforcement and public safety costs from the Super Bowl host committee or any other entity other than the NFL.

and the Teams

6 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.

7 Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:


AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill 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: None

RESOLUTION NO. 13-8014

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF
PUBLIC SAFETY SERVICES FOR SUPER BOWL LI**

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

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates, owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl LI with the expectation that Super Bowl LI will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl LI and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Police Department is officially charged with the responsibility to provide public safety services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial

Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL LI WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL LI AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. Upon designation of the Santa Clara Stadium as the site for Super Bowl LI and related Official Events, and at all times thereafter, the Santa Clara Police Department shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the NFL and the two participating Teams (the "Teams"), other police services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the Teams.

3. The Santa Clara Police Department agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the law enforcement and public safety services planned and/or provided relating to Super Bowl LI and related Official Events.

4. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

5. Nothing herein shall prevent the City from seeking reimbursement for law enforcement and public safety costs from the Super Bowl host committee or any other entity other than the NFL.

and the Teams


6. 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.

7 Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

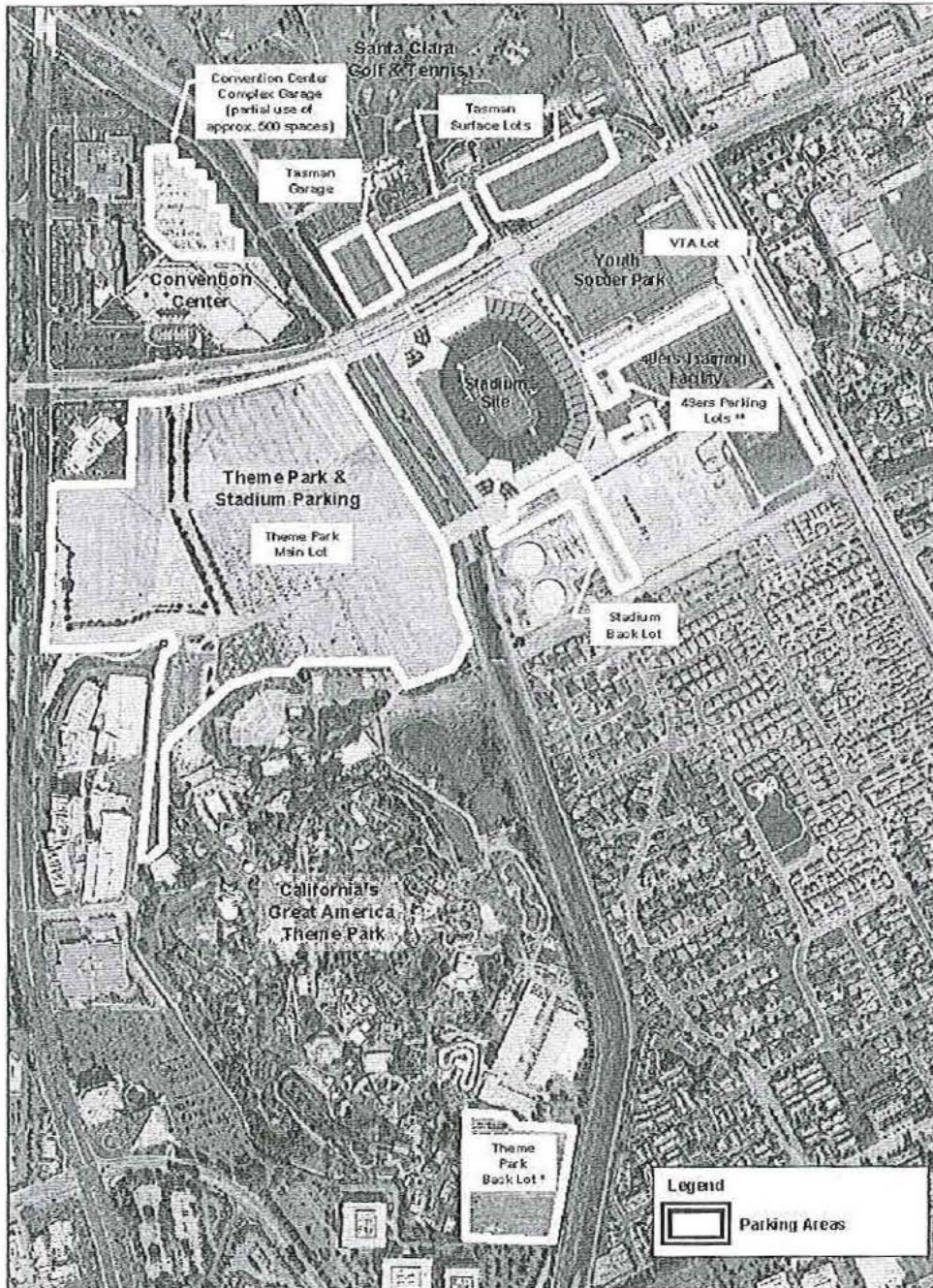


ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

EXHIBIT B
Parking Areas
[See attached]

Exhibit B



Notes: NFL or Host Committee to obtain Reservation Agreements with third parties (including Youth Soccer Park) for facilities and parking areas not identified in this Exhibit.
 * Coordination with Cedar Fair on Theme Park Backlot is required for use.
 ** Coordination with 49ers is required for use.

EXHIBIT C

The National Football League and its affiliates are defined as follows:

1. National Football League – A not-for-profit trade association under Section 501(c)(6) of the Internal Revenue Code.
2. National Football League Management Council – A not-for-profit trade association under Section 501(c)(6) of the Internal Revenue Code.
3. NFL Ventures, L.P. – A Delaware partnership taxable under Subchapter K of the Internal Revenue Code.
4. NFL Ventures, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
5. NFL Productions, LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
6. NFL Enterprises, LLC – A Delaware single member limited liability company wholly owned by Ventures, L.P.
7. NFL Properties, LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
8. NFL International LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
9. NFL Productions, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
10. NFL Network Services, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
11. NFL Combine Properties, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
12. NFL Foundation – National Football League – A District of Columbia not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code.
13. NFL Youth Football Fund – National Football League – A District of Columbia not for-profit organization under Section 501(c)(3) of the Internal Revenue Code.
14. The NFL Member Clubs.
15. Any entity the NFL designates as an Affiliate to the Host Committee at least 30 days prior to the Super Bowl.

SUPER BOWL L
STADIUM LICENSE MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered effective March 19, 2013, by and between the National Football League, an unincorporated association (the "NFL"), and the Santa Clara Stadium Authority, a Joint Exercise of Powers Entity (the "Licensor"), which is the owner of the stadium located at 4949 Marie P DeBartolo, known as Santa Clara Stadium (the "Stadium").

The NFL has invited cities to bid for the right to serve as the host for Super Bowl L (the "Designated Super Bowl"), and has provided interested cities' host committees with a document entitled "NFL Super Bowl Host City Bid Specifications" (the "Bid Specifications") as well as an Application to Bid To Host Super Bowl L (the "Application"). As a part of its response to the Application and the Bid Specifications (collectively, the "Bid"), SF SB Committee, Inc. (the "Host Committee") has proposed the Stadium as the site for the Designated Super Bowl. In conjunction with the Bid, Licensor desires to provide the following irrevocable offer, commitment and assurances to the NFL regarding the Stadium.

1. USE OF THE STADIUM. Licensor represents that the statements made in the Bid relating to the use of the Stadium are true and correct. Except as disclosed in the Bid, the Stadium complies with all of the physical and other requirements set forth in the Bid Specifications relating to the Stadium. If the NFL awards the Super Bowl to the city of San Francisco, the NFL and the Licensor shall prepare a full license agreement (the "License") reflecting the terms set forth in this MOU, as well as other terms and conditions set forth in the Bid relating to the Stadium. Without limiting the scope of the prior sentence, the License will incorporate the terms of Section I of the Bid relating to: (a) license dates; (b) staffing and operational costs; (c) temporary installations; (d) waiver of rental fee; (e) food and beverage services and sales; (f) novelties and programs sales; (g) parking; (h) advertising, signage and commercial rights; (i) the trademark and trade-name license from the Stadium to the NFL; (j) NFL control over all broadcasting rights; (k) NFL control over all tickets, passes, accreditations or other access credentials; (l) security; (m) field access, condition and painting; (n) NFL control over all Stadium club, restaurant, meeting and hospitality facilities; and (o) insurance requirements. If the Bid contemplates the use of property owned by Licensor for the NFL Experience or other official NFL events ("Other Events"), the NFL (or an NFL affiliate) and the Licensor shall prepare a full license agreement (the "Ancillary Licenses") reflecting the terms and conditions set forth in the Bid relating to the site of such Other Events ("Ancillary Site").

2. INDEMNIFICATION. In the License and the Ancillary Licenses (if any), each party shall agree to indemnify of the other in connection with their own negligent or wrongful acts or omissions in connection with the Designated Super Bowl and Other NFL Events held at the Stadium or Ancillary Sites. Stadium's indemnification obligations shall extend to the NFL, its thirty-two professional member clubs (the "Member Clubs"), NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC, NFL

Foundation, Inc. and each of their respective affiliates, and subsidiaries and their respective officers, directors, agents, employees, sponsors and licensees (collectively the “NFL Entities”).

3. INSURANCE. The License and Ancillary Licenses (if any) shall specify that Licensor, at its own expense and not subject to reimbursement, shall carry and maintain at its own expense during the entire term of the License and Ancillary Licenses (if any) the following insurance programs provided by insurers rated A.M. Best, A-VII or better.

A. Liability Insurance. Licensor’s insurance will be primary and NFL’s insurance, if any, will be non-contributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, Licensor will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Such liability insurance will name the NFL Entities as additional insureds. Such insurance must include:

(i) Comprehensive Commercial General Liability insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, and no exclusion for beverage alcohol liability, and no exclusion for liability arising from food-borne illness, in an amount of at least One Hundred Fifty Million Dollars (\$150,000,000.00) per occurrence and One Hundred Fifty Million Dollars (\$150,000,000.00) in the aggregate;

(ii) Commercial Automobile Liability insurance (which includes all owned, leased, hired and non-owned automobiles), including coverage for bodily injury and property damage, endorsed for all owned, hired and non-owned vehicles in an amount of at least Five Million Dollars (\$5,000,000.00) per occurrence; and

B. Workers’ Compensation. Licensor will carry: (i) a program of workers’ compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all employees who provide services by or on behalf of Licensor and all risks to such persons under this Agreement, and (ii) employers’ liability insurance in an amount of at least Five Million Dollars (\$5,000,000.00).

4. GOVERNING LAW. The NFL and the Licensor shall use their best efforts to resolve any conflict between them arising under or in connection with this MOU, the License or any Ancillary Licenses. Any dispute that cannot be resolved among the parties relating in any way to this MOU, the License or any Ancillary Licenses shall be resolved by binding arbitration by a mutually approved arbitrator acting in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be the exclusive forum for resolving any dispute among the parties. All parties shall continue to perform all of their obligations under this MOU, the License or any Ancillary Licenses pending the outcome of such arbitration. Both parties waive all rights to assert claims for punitive damages but not consequential damages. Each of the NFL and the Licensor shall pay one half (1/2) of the fees and expenses of the arbitrators, unless directed otherwise by the arbitrators’ award. Any arbitration concerning this MOU, shall be conducted in New York, New York, and either party will have the right to

enforce or confirm the award or determination in its favor by an action commenced in the Supreme Court of the State of New York, County of New York or in the United States District Court, Southern District of New York; and both parties hereby consent to the jurisdiction of both such courts.

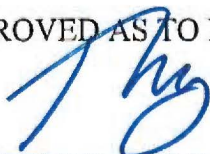
5. TERMINATION. This MOU shall terminate upon the earliest of the following to occur: (a) by the mutual written consent of the NFL and the Licensor; (b) the award of the Super Bowl to a city other than San Francisco; (c) the relocation of the NFL franchise football team which is a resident of the Stadium on the date of this MOU to another stadium located outside of Santa Clara; (d) if the Stadium is under construction, the construction is not likely to be completed by the date required by the NFL; or (e) the full execution of the License and all Ancillary Licenses contemplated by the Bid.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

SANTA CLARA STADIUM AUTHORITY

a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM



RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:



ROD DIRIDON, JR.
Authority Secretary



JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

03/21/13

Date

NATIONAL FOOTBALL LEAGUE
an unincorporated, not-for-profit association

By: 

Name: FRANK SUPOVITZ

Title: SENIOR VP, Events

Date: 10/21/13

FINAL

**INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

PREAMBLE

This Interim Funding Agreement ("Agreement") is dated as of January 1, 2025 ("Effective Date") and is entered into by and between Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC"), and the City of Santa Clara, California, a chartered California municipal corporation ("City"). City and BAHC may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. On May 22, 2023, the NFL announced its selection of Levi's Stadium ("Stadium") as the host facility for Super Bowl LX ("Super Bowl 60"), anticipated to be held on February, 8, 2026.
- B. Because Super Bowl 60 is a "NFL Game" and "League Event" for purposes of that certain Amended and Restated Stadium Lease Agreement dated June 19, 2013 ("Stadium Lease") between the Santa Clara Stadium Authority ("Authority") and Forty-Niners SC Stadium Company, LLC, a Delaware limited liability company (StadCo), Article 21 of the Stadium Lease contemplates that the Authority, StadCo, and one or more third parties, such as an "event host committee," intend to enter into a "League Event Agreement" setting forth, among other terms, each Party's responsibilities for hosting the Super Bowl at the Stadium.
- C. BAHC has been designated by the National Football League ("NFL") as the "event host committee" for Super Bowl 60, and as such is responsible for the overall local coordination and planning of Super Bowl 60.
- D. In preparation for Super Bowl 60 at the Stadium, City/Authority has been collaborating with BAHC and StadCo and providing event specific public safety planning, coordination, and preparation services ("Event Planning Work"). Such parties expect to soon be exchanging and negotiating terms for the required Super Bowl 60 League Event Agreement ("League Event Agreement").
- E. The City's provision of Event Planning Work will require the City to incur City labor costs, travel costs and other out of pocket expenses ("Event Planning Costs").
- F. It is the Parties' intention to enter into one or more agreements for Super Bowl 60, including a League Event Agreement, which will address future costs for Event Planning Work beyond the term of this Agreement, other event planning, training and preparation services, actual event support services, and such other terms and conditions as may be mutually agreed to by the Parties. However, in advance of the documentation and execution of any such agreement(s), and in

FINAL

the interests of collaboration with the City on necessary event planning activities, and subject to its rights under and the terms of the League Event Agreement, BAHC has agreed to reimburse the City for certain “Eligible Costs” (defined below) to be incurred by the City in connection with the Event Planning Work, on the terms set forth herein. The Parties agree that this is a temporary, limited time arrangement and should not be construed as authority or precedent for any requests by BAHC for Event Planning Work or by City for cost reimbursement for such work beyond the scope and term of this Agreement.

NOW THEREFORE, in consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. PURPOSE OF AGREEMENT

In accordance with the above recitals, and on the terms set forth below, BAHC has agreed to pay Eligible Costs (as defined below) directly incurred by the City in connection with the provision of Event Planning Work for Super Bowl 60.

2. REIMBURSEMENT OBLIGATION

2.1. Subject to the terms set forth herein, BAHC shall reimburse the City for expenses related to the Event Planning Work, which expenses shall include, subject to approval by BAHC as set forth below, police, fire/office of emergency management and public works staffing costs at City’s standard full cost recovery rates and related out of pocket expenses associated with the planning, coordination, and preparation for Super Bowl 60 from and after the Effective Date (collectively, the “Eligible Costs”). Eligible Costs shall consist of the amounts incurred by City and approved by BAHC under the terms of this Agreement commencing as of the Effective Date and through the Termination Date as provided in Section 4.1, below (“Interim Event Costs”). The maximum amount of Interim Event Costs to be paid by BAHC to the City under the terms of this Agreement is One Hundred Fifty Thousand Dollars (\$150,000) (“Interim Agreement Maximum Payment”). Any provisions for how amounts paid under the terms of this Agreement are to be treated under the terms of the League Event Agreement will be included in the League Event Agreement itself.

2.2. In budgeting for the Event Planning Work during the term of this Agreement, the City has developed an initial estimate of Eligible Costs, including a projected allocation of staff costs into categories (“Initial Cost Estimate”). This Initial Cost Estimate is attached hereto as **Exhibit A**. The City shall track the amount of Interim Event Costs actually incurred in relation to the Initial Cost Estimate allocations and shall provide BAHC with written reports of expenditures against such allocations together with a summary of activities undertaken monthly in accordance with the procedure set forth below in Section 3. The Parties acknowledge that City’s cost allocations within the overall Initial Cost Estimate are projections only, that City’s actual “Eligible Costs” for which City seeks reimbursement might not align with such allocations, and that any such misalignment shall not, by itself, constitute a basis for

FINAL

BAHC to dispute a request for otherwise reimbursable Eligible Costs under the terms of this Agreement.

2.3. The Parties agree that, absent a written amendment to this Agreement, in no event shall the maximum reimbursement amount for Interim Event Costs payable to the City under the terms of this Agreement exceed the Interim Agreement Maximum Payment set forth in Section 2.1 above.

2.4. From January 1, 2025 and forward during the term of the Agreement, in addition to City's obligations under Section 2.5, below, prior to incurring expenses (either out of pocket costs or staff time) for which City will be seeking reimbursement as "Eligible Costs" associated with all training, both on-site and off-site, travel and/or capital costs City must provide BAHC with a summary of anticipated costs, explanation of need, and if for training or travel, the number of personnel proposed to be assigned ("Proposed Training/Travel/CapEx Budget"). City shall consider, in good faith, BAHC input on the Proposed Training/Travel/CapEx Budget but shall reserve the right in its sole discretion to determine the training, staffing and capital expenditures it deems necessary to assure public safety at Super Bowl 60, and to seek and obtain reimbursement therefor. BAHC shall reserve the right to dispute any submittal for reimbursement of such costs on the basis that (a) such costs were not reasonable, and (b) for any such costs incurred after March 20, 2025, because City failed to follow the process set forth in this Section 2.4. The Parties acknowledge and agree that training opportunities may be presented by third parties on short notice. City will advise BAHC as soon as it learns of any such opportunities that it wants to participate in, and the Parties will use their best efforts to ensure quick turn arounds for City training budget/staffing submittals and BAHC responses that will be necessary under these circumstances pursuant to this Section 2.4.

2.5 The Parties agree to have their respective designated representatives meet and confer from time to time in order to ensure that all necessary Event Planning Work activities are being conducted (a) to assure that all applicable NFL, federal, state and local public safety requirements are being met, (b) proper consideration is being given to fair and appropriate allocation of costs and efficient resource management; and (c) that Event Planning Work involving both Super Bowl and FIFA World Cup City/Stadium Authority is not resulting in duplicative requests for Eligible Costs reimbursement, and that proper allocations of costs are being made between the two major events.

2.6 City and other regional and local law enforcement agencies with the responsibility to provide public safety support services in connection with Super Bowl 60 activities to occur within the region, and at or around the Stadium, have been invited by the NFL to participate in the NFL's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 59 in New Orleans, LA. BAHC's contribution towards City's VPSO Program costs has been resolved under a separate agreement and shall not be an Eligible Cost subject to reimbursement hereunder. Similarly, BAHC reimbursement of City's Eligible Costs for the time period of July 1, 2024 through December 31, 2024 have been resolved pursuant to the terms of that certain Reimbursement Agreement

FINAL

[Super Bowl LX Pre-Agreement Expenses] between the Parties dated March 8, 2025 and shall not be subject to reimbursement hereunder.

3. REIMBURSEMENT OF ELIGIBLE COSTS

Eligible Costs shall be reimbursed as follows:

- a) Subject to the City's full satisfaction of the conditions to reimbursement set forth herein, BAHC shall authorize the reimbursement of all Interim Event Costs on a monthly basis.
- b) City shall submit a "Reimbursement Request" for Interim Event Costs to BAHC in the form attached hereto as **Exhibit B**. City shall submit a Reimbursement Request on a prompt and timely basis and no later than sixty(60) days after a purported Eligible Cost is incurred. BAHC reserves the right to dispute any Reimbursement Request or purported Eligible Cost not timely submitted per the foregoing..
- c) Each Reimbursement Request shall include an invoice detailing the requested reimbursement amount, hours per position, and a general description of the work by category as set forth on **Exhibit B**. Submittals should also include reasonable supporting documentation (*i.e.*, actual receipts, statements, proof of purchase, and invoices showing that payment was made for all incurred expenses, including out-of-pocket expenses) evidencing the Interim Event Costs expended by the City for Event Planning Work.
- d) Upon receipt of the Reimbursement Request, BAHC shall have ten (10) days to review and confirm such request contains all relevant and required supporting documentation for Interim Event Costs. If BAHC reasonably determines that any information or documentation is missing or incomplete, or that further information is needed, BAHC shall notify City and City shall agree to work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Reimbursement Request shall be deemed to be "complete" when BAHC has received the reasonably requested information needed to review the Reimbursement Request (the "Completed Reimbursement Request").
- e) BAHC shall: (1) within fifteen (15) days after receipt of the Completed Reimbursement Request, inform the City of the amount approved per the Reimbursement Request and, in the event the full amount has not been approved, confirm the amount of the Reimbursement Request that has not been approved, and (2) within sixty (60) days thereafter, submit payment to the City in the form of a check or wire transfer (as City may specify) the full amount requested, less any disputed amount. In the event BAHC reasonably disputes any portion of the Reimbursement Request, BAHC and City agree to meet and confer in good faith to resolve the dispute. In the event that BAHC and City are unable to resolve any dispute over a

FINAL

Reimbursement Request, either party may submit the dispute to binding arbitration for resolution as provided in Section 6, below.

4. TERM; TERMINATION OF AGREEMENT

4.1 This Agreement shall terminate the earlier of (i) May 31, 2025, or (ii) upon the execution of the League Event Agreement, unless terminated earlier per subsection (b) below ("Termination Date").

4.2 Either Party may terminate this Agreement without cause by submitting electronic or written notice to other party ("Notice of Termination"), which notice shall be labeled as "Notice of Termination" and clearly communicate such Party's intent to terminate the Agreement. The Notice of Termination shall become effective five (5) business days after such notice is sent ("Termination Date"). BAHC shall have no obligation to pay any Eligible Costs incurred on or after the Termination Date but shall remain responsible for Eligible Costs incurred prior to the Termination Date.

4.3 In the event of termination of this Agreement, the City shall prepare a statement of all Eligible Costs (with reasonable supporting documentation (as described above) incurred by the City. City's request for reimbursement of Eligible Costs shall be processed in accordance with the procedures set forth above in Section 3, above, including BAHC's right to dispute such costs. BAHC will only reimburse the City for any Eligible Costs incurred prior to the Termination Date.

5. AMENDMENT

5.1 This Agreement may only be amended in a writing signed by all Parties. The City and BAHC acknowledge and agree that subsequent parties may be added to this Agreement by way of amendment to establish such subsequent parties' responsibility for their proportional share of Eligible Costs.

5.2 Within ten (10) days following the City's submittal of a Reimbursement Request that exceeds One Hundred Twenty Thousand Dollars (\$120,000) (the "Threshold Amount") in the aggregate amount of reimbursement requested hereunder, the City shall submit a written request for the Parties agree to meet and confer on the terms for possible increase of the Interim Agreement Maximum Payment Amount. The foregoing requirement shall not apply in the event the Parties have agreed to a more permanent agreement for BAHC reimbursement of City costs at the time the Threshold Amount has been reached.

6. DISPUTE RESOLUTION

If a dispute arises regarding a Request for Payment and if, after meeting and conferring in good faith to resolve such dispute(s) BAHC and City have been unable to reach agreement, then either party be tender such disputes to binding arbitration for resolution ("Arbitration"). The Arbitration shall be conducted on a confidential basis with JAMS in the County of Santa Clara. Any such arbitration shall be conducted by an arbitrator approved by both parties with experience resolving similar matters. Any decision or award as a result of such arbitration shall be in writing and shall provide an

FINAL

explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs of such arbitration shall be shared 50/50 by the parties, and each party shall bear the cost of their own attorney's fees.

7. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between the City and BAHC. No other understanding, agreements, conversations, or otherwise, with any representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

8. 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.

9. WAIVER

Waiver 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.

10. NOTICES

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

City of Santa Clara
Attention: Chuck Baker, Assistant City Manager
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857
Attention:
Chuck Baker, Assistant City Manager (cbaker@santaclaraca.gov)
Glen Googins, City Attorney (ggoogins@santaclaraca.gov)

FINAL

to BAHC addressed as follows:

Bay Area Host Committee
444 Castro Street, Suite 150
Mountain View, CA 94041

Attention:

Zaileen Janmohamed (zaileen@bayareahostcommittee.com)

Ruth Shikada (ruth.shikada@bayareahostcommittee.com)

With copy to:

Attention: Robert A. Weikert (rweikert@nixonpeabody.com)

Sonia A. Nayak (snayak@nixonpeabody.com)

Matthew Richards (mrichards@nixonpeabody.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

11. 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.

12. 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 any 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.

13. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this 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.

[Signatures on following pages]

FINAL

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized signatories effective as of the Effective Date.

“BAHC”

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation

DocuSigned by:

Zaileen Janmohamed

9F824D4008BC4FB...

Zaileen Janmohamed

President & CEO

“CITY”

CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

Signed by:

Jovan D. Grogan

5EAD08DE05C343A...

JOVAN D. GROGAN

City Manager

APPROVED AS TO FORM:

Signed by:

Glen R. Googins

72C9210BEEAE400...

GLEN R. GOOGINS

City Attorney

FINAL

EXHIBIT A

INITIAL ESTIMATED COST ALLOCATION

<u>Eligible Cost Category</u>	<u>Total Costs</u>
Fire/OEM (21.5%)	\$ 32,250
Police (76.0%)	\$114,000
Public Works (2.5%)	\$3,750
Grand Total	\$150,000

FINAL**EXHIBIT B****REIMBURSEMENT REQUEST FORM**

Pursuant to that certain Interim Funding Agreement dated effective as of January 1, 2025, City hereby requests BAHC to reimbursement the Eligible Costs set forth below.

REQUEST DATE	REIMBURSEMENT REQUEST AMOUNT	AMOUNT PREVIOUSLY FUNDED	BALANCE REMAINING (1) (CAP AT \$150,000)

ELIGIBLE COST CATEGORY	AMOUNT REQUESTED	NOTES
Staff Time		
Police/Fire/Public Works		
--Planning: Administration (not recruiting)		
--Planning: Large Scale Meetings with Outside Agencies/Stakeholders		
--Planning: Recruiting & Hiring	--	N/A for IFA
--Planning: Community Relations and PIO/Communications	--	N/A for IFA
--Planning: Operations – Interior (e.g., Tactical, Explosive, Escorts, Civil Disobedience)		
--Planning: Operations – Exterior (e.g., Multiagency Staffing, Credentialing, Interoperability)		
--Planning: Operations – Federal, State, & Other Agencies (e.g., Intelligence, Cyber, Aviation, Human Trafficking)		
--Planning: Traffic & Transportation		
--Planning: Fire Operations (e.g., EMS/Medical, Emergency Management, HazMat, Public Health, Fire Prevention)		

FINAL

--Training and Conferences		
Other Reimbursables:		
TOTAL	\$	

(1) Balance remaining is calculated on the assumption that all invoices have been accepted

Attached hereto is the backup, detail and support required per Section 3(c) of the Agreement. For staff time, back up detail shall include the following: (a) [name and title of staff member; (b) date(s) work performed: and (c) hours worked (recorded in .25 of an hour/15 minute increments).

City:

By: _____
 Name: _____
 Title: _____

**FIRST AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

This FIRST AMENDMENT TO INTERIM FUNDING AGREEMENT FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES ("Amendment") is entered into effective as of June 1, 2025 ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC") (each a "Party" and collectively the "Parties") with reference to the following facts.

RECITALS

- A. The Parties previously entered into an agreement entitled "Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities," dated January 1, 2025 ("Agreement") for the purpose of providing for payment by BAHC of all "Eligible Costs," directly incurred by the City in connection with the provision of "Event Planning Work" for Super Bowl LX, pending the execution of a "League Event Agreement" all as more particularly defined in the Agreement.
- B. The Agreement is currently set to terminate either upon the execution of a League Event Agreement, or on May 31, 2025, whichever is earlier.
- C. In consideration of the additional time necessary to finalize the terms of a League Event Agreement, the Parties now wish to amend the Agreement with this Amendment to extend the term of the Agreement.
- D. Except as otherwise expressly provided, capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 4.1 of the Agreement, entitled "Term; Termination of Agreement" is amended to read in full as follows:

"This Agreement shall terminate upon the earlier to occur of (i) July 30, 2025, or (ii) the execution of the pending League Event Agreement, unless further extended by written agreement, or earlier terminated pursuant to the terms of Section 4.2 below."
- 2. Except as set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

**SIGNATURE PAGE TO FIRST AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized signatories as of the Effective Date.

“CITY”

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 5/30/2025 | 10:23 PM PDT

Signed by:

Glen R. Googins

74C9210BEEAE460...

GLEN R. GOOGINS
City Attorney

DocuSigned by:

Jovan D. Grogan

5EAD88DED5C343A

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

“BAHC”

**BAY AREA HOST COMMITTEE
A CALIFORNIA 501(C)(6) NONPROFIT CORPORATION**

Dated: 5/30/2025 | 4:13 PM PDT

DocuSigned by:

Zaileen Janmohamed

By (Signature):

Name: Zaileen Janmohamed

Title: President and Chief Executive Officer

Principal Place of Business Address: 444 Castro Street, Suite 150

Mountain View, CA 94041

Email Address: zaileen@bayareahostcommittee.com

Telephone: _____

**SECOND AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

This SECOND AMENDMENT TO INTERIM FUNDING AGREEMENT FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES ("Amendment") is entered into effective as of July 14, 2025 ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC") (each a "Party" and collectively the "Parties") with reference to the following facts:

RECITALS

- A. The Parties previously entered into an agreement entitled "Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities," dated January 1, 2025 ("Original Agreement") for the purpose of providing for payment by BAHC of all "Eligible Costs," directly incurred by the City in connection with the provision of "Event Planning Work" for Super Bowl LX, pending the execution of a "League Event Agreement" all as more particularly defined in the Original Agreement.
- B. The Parties agreed to extend the term of the Original Agreement pursuant to the terms of that certain First Amendment to Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities dated June 1, 2025 ("First Amendment").
- C. The Original Agreement, as amended by the First Amendment (the "Agreement"), is currently set to terminate either upon the execution of a League Event Agreement, or on July 30, 2025, whichever is earlier.
- D. In consideration of the additional time necessary to finalize the terms of a League Event Agreement, and the additional Eligible Costs expected to be incurred by City in connection with the provision of Event Planning Work for Super Bowl LX, the Parties now wish to amend the Agreement with this Second Amendment to extend the term of the Agreement and increase the "Interim Agreement Maximum Payment" amount.
- E. Except as otherwise expressly provided, capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2.1 of the Agreement is hereby amended to increase the "Interim Agreement Maximum Payment" amount from One Hundred Fifty Thousand Dollars (\$150,000) to Two Hundred Fifty Thousand Dollars (\$250,000).
2. Section 4.1 of the Agreement, entitled "Term; Termination of Agreement" is amended to read in full as follows:

"This Agreement shall terminate upon the earlier to occur of (i) August 31, 2025, or (ii) the execution of the pending League Event Agreement, unless further extended by written agreement, or earlier terminated pursuant to the terms of Section 4.2 below."

3. Section 5.2 of the Agreement is hereby amended to read as follows:

"Within five (5) business days following the City's notice to BAHG that its projected Interim Event Costs during the term of the Agreement, in the aggregate, will exceed Two Hundred Twenty Thousand Dollars (\$220,000) (the "Threshold Amount"), the Parties agree to meet and confer in good faith on the terms for a possible increase of the Interim Agreement Maximum Payment amount."

4. **Exhibit A** of the Agreement is hereby replaced with the updated version of **Exhibit A** attached hereto.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

[NEXT PAGE IS SIGNATURE PAGE]

**SIGNATURE PAGE TO SECOND AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized signatories as of the Effective Date.

“CITY”

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 7/15/2025 | 1:21 PM PDT

Signed by:

Glen Googins

74C9210BEEAE460...
GLEN R. GOOGINS
City Attorney

DocuSigned by:

Jovan D. Grogan

5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

“BAHC”

**BAY AREA HOST COMMITTEE
A CALIFORNIA 501(C)(6) NONPROFIT CORPORATION**

Dated: 7/14/2025 | 5:10 PM PDT

By (Signature):

DocuSigned by:

Zailean Janmohamed

Name: Zailean Janmohamed

Title: President and Chief Executive Officer

Principal Place of Business Address: 444 Castro Street, Suite 150

Mountain View, CA 94041

Email Address: zailean@bayareahostcommittee.com

EXHIBIT A

Updated Estimated Cost Allocation

Eligible Cost Category	Total Costs
Fire/OEM (21.5%)	\$ 53,750
Police (76.0%)	\$ 190,000
Public Works (2.5%)	<u>\$ 6,250</u>
Grand Total	<u>\$ 250,000</u>

FINAL

REIMBURSEMENT AGREEMENT [Super Bowl LX Pre-Agreement Expenses]

This REIMBURSEMENT AGREEMENT [Super Bowl LX Pre-Agreement Expenses] (“Agreement”) is entered into effective as of March 8, 2025 (“Effective Date”) by and between Bay Area Host Committee, a California 501(c)(6) nonprofit corporation (“BAHC”), and the City of Santa Clara, California, a chartered California municipal corporation (“City”). City and BAHC may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. On May 22, 2023, the NFL announced its selection of Levi’s Stadium (“Stadium”) as the host facility for Super Bowl LX (“Super Bowl 60”), anticipated to be held on February 8, 2026.
- B. In preparation for Super Bowl 60 at the Stadium, City has been collaborating with BAHC and providing event specific public safety planning, coordination, and preparation services (“Event Planning Work”). Related thereto, City has been incurring labor costs, travel costs and other out of pocket expenses (“Event Planning Costs”).
- C. Pending finalization of terms for an Interim Funding Agreement (“IFA”) with respect to Event Planning Costs incurred by City starting January 1, 2025, BAHC has agreed to reimburse City for a portion of City’s previously incurred Event Planning Costs on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. Reimbursement of Pre-Agreement Costs. Subject to the terms set forth herein, BAHC agrees to reimburse City for expenses related to the Event Planning Work in the amount of Sixty-One Thousand Dollars and Twenty-Four Cents (\$61,000.24), incurred by City from July 1, 2024 to December 31, 2024 (“Pre-Agreement Costs”). Such Pre-Agreement Costs are summarized on **Exhibit A** attached hereto. This Agreement relates only to Pre-Agreement Costs.
2. Parties to Meet and Confer on Additional Pre-Agreement Costs. City incurred an additional (approximately) Four Thousand Dollars (\$4,000) of costs in connection with a training event that occurred on or about November 2024 (“Additional Training Costs”). The Parties agree to meet and confer regarding the Additional Training Costs to determine if BAHC will also agree to reimburse the Additional Training Costs.
3. Invoice and Payment. BAHC agrees to reimburse City for the Pre-Agreement Costs within thirty (30) days after receipt of an invoice from City. Such

FINAL

invoice shall attach the backup information previously approved by BAHC with respect to such costs.

4. No Other Agreement. This Agreement represents the entire agreement between the City and BAHC. No other understanding, agreements, conversations, or otherwise, with any representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

5. 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, and the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

6. Signatures. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized signatories effective as of the Effective Date.

“BAHC”

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation

DocuSigned by:

9F824D4008BC4FB...
Zaileen Janmohamed
President & CEO

“CITY”

CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

Signed by:

5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager

APPROVED AS TO FORM:

Signed by:

74C9210BEEAE460...
GLEN R. GOUGINS
City Attorney

FINAL

EXHIBIT A**PRE-AGREEMENT EXPENSES**

<u>Month/Department</u>	<u>Total Costs</u>
July	\$2,726.71
Police	2,462.77
Fire	263.94
August	\$11,266.88
Police	11,139.89
Fire	126.99
September	\$13,921.73
Police	13,489.96
Fire	329.88
Public Works	101.89
October	\$5,426.31
Police	5,426.31
November	\$13,969.24
Police	13,375.43
Fire	593.81
December	\$13,689.37
Police	13,505.98
Fire	183.39
Grand Total	\$61,000.24

**REIMBURSEMENT AGREEMENT
FOR NFL'S VISITING PUBLIC SAFETY OFFICER (VPSO) PROGRAM**

PREAMBLE

This Reimbursement Agreement ("Agreement") is by and between Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC"), and the City of Santa Clara, California, a chartered California municipal corporation ("City"). City and BAHC may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. In preparation for Super Bowl 60 that will be hosted in Santa Clara at Levi's Stadium, the City has asked to participate in the National Football League's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 58.
- B. BAHC is responsible for the overall coordination and planning of Super Bowl 60.
- C. The City's participation in the VPSO Program will require the City to incur various travel costs and expenses. City intends to provide up to eight (8) public safety staff members to participate in the VPSO Program.
- D. It is the Parties' intention to enter into a Government Services Agreement for Super Bowl 60 which will address future planning and training costs such as the VPSO program. However, in advance of the documentation and execution of any such agreement, and in the interests of partnership with the City, BAHC has agreed to reimburse the City for certain Eligible Costs (as defined below) to be incurred by the City in connection with the VPSO Program, on the terms set forth herein. The Parties agree that this is a limited, one-time arrangement, and should not be construed as authority or precedent for any future requests by the City for cost reimbursement.

In consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for payment by BAHC of all Eligible Costs (as defined below) directly incurred by the City in connection with the VPSO Program.

2. REIMBURSEMENT OBLIGATION

- A. BAHC shall reimburse the City for travel expenses associated with the City public safety staff's participation in the VPSO Program, including the City's

expenses incurred for airfare, ground transportation, hotel, and per-diem (collectively, the "Eligible Costs") in accordance with this Agreement.

B. The maximum compensation for Eligible Costs payable to the City under the terms of this Agreement is Fifteen-Thousand Dollars and No Cents (\$15,000.00), meaning that Eligible Costs should be approximately between \$1875.00 and \$2143.00 per person (depending on whether 7 or 8 people participate) up to a maximum total of \$15,000.00. Under no circumstances will BAHC reimburse the City for more than the \$15,000.00 total and for any costs that are not properly and clearly documented.

3. PAYMENT OF ELIGIBLE COSTS

The City shall submit to the BAHC an invoice with reasonable supporting documentation (*i.e.*, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the Eligible Costs expended by the City for the VPSO Program. BAHC shall submit payment to the City within sixty (60) days of receipt of the invoice.

4. TERM; TERMINATION OF AGREEMENT

A. The term of this Agreement shall be from the Effective Date until the date the services identified in Recital C have been fully performed and paid for, unless terminated earlier.

B. Any Party may terminate this Agreement without cause by giving the other Parties written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than ten (10) calendar days after all Parties receive such notice. BAHC shall have no obligation to pay any Eligible Costs incurred on or after the effective date of the termination, but shall remain responsible for any Eligible Costs incurred prior to the effective date of the termination.

C. In the event of termination of this Agreement, the City shall prepare a statement of all Eligible Costs (with reasonable supporting documentation (as described above) incurred by the City. BAHC will only reimburse the City for any Eligible Costs incurred prior to the effective date of the termination.

5. AMENDMENT

This Agreement may only be amended in a writing signed by all Parties. The City and BAHC acknowledge and agree that subsequent parties may be added to this Agreement by way of amendment to establish such subsequent parties' responsibility for their proportional share of Eligible Costs.

6. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between the City and BAHC. No other understanding, agreements, conversations, or otherwise, with any

representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

7. 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.

8. WAIVER

Waiver 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.

9. NOTICES

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

City of Santa Clara
Attention: Chuck Baker, Assistant City Manager
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

to BAHC addressed as follows:

Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
United States of America
Attention: Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.com)
Copy: Zaileen Janmohamed (zaileen@bayareahostcommittee.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

10. 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.

11. 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 any 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.

12. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this 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.

[Signatures on following pages]

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



GLEN R. GOOGINS
City Attorney

Dated: 2/26/24



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

"CITY"

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation
2/14/2024

Dated: 2/14/2024
By: Zaileen Janmohamed
E563DD3531CE46B...

(Signature)

Name: Zaileen Janmohamed

Title: President and CEO, Bay Area Host Committee

Local

Address: 4949 Marie P. DeBartolo Way

Santa Clara, CA 95054

Email

Address: Zaileen@bayareahostcommittee.com

Telephone: (650) 880-3810

Fax: ()

"BAHC"

**REIMBURSEMENT AGREEMENT
FOR NFL'S VISITING PUBLIC SAFETY OFFICER (VPSO) PROGRAM**

PREAMBLE

This Reimbursement Agreement ("Agreement") is by and between Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC"), and the City of Santa Clara, California, a chartered California municipal corporation ("City"). City and BAHC may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. In preparation for Super Bowl 60 that will be hosted in Santa Clara at Levi's Stadium, the City will be participating in the National Football League's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 59.
- B. As the host of Super Bowl 60, BAHC is responsible for the coordination and planning of Super Bowl 60.
- C. The City's participation in the VPSO Program will require City to incur various travel costs and expenses. City intends to provide approximately 14 staff members to participate in the VPSO Program.
- D. BAHC will be reimbursing the City for certain Eligible Costs to be incurred by City in connection with the VPSO Program, as set forth herein.

In consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for payment by BAHC of a portion of the Eligible Costs (defined below) directly or indirectly incurred by City in connection with the VPSO Program.

2. REIMBURSEMENT OBLIGATION

- A. Subject to the terms of this Agreement, BAHC shall reimburse the City for travel expenses and staff time associated with City staff's participation in the VPSO Program, including City's staff costs for hours of actual participation in the VPSO Program, and expenses incurred for airfare, ground transportation, hotel, and per-diem (collectively, the "Eligible Costs") in accordance with this Agreement.

B. During the term of this Agreement, the maximum reimbursement by BAHC for Eligible Costs payable to the City is One Hundred Thousand Dollars and No Cents (\$100,000.00) ("BAHC's VPSO Contribution Amount").

C. City's total VPSO Program Eligible costs are estimated to exceed BAHC's VPSO Contribution Amount. City will pursue reimbursement of VPSO Program expenses above BAHC's VPSO Contribution Amount from StadCo, involved federal and state agencies and, if necessary, if Stadium Authority approves funding a portion of such expenses as an appropriate Stadium Authority expense, the Stadium Authority.

3. PAYMENT OF ELIGIBLE COSTS

The City shall submit to the BAHC an invoice with reasonable supporting documentation evidencing that Eligible Costs equal to or greater than BAHC's VPSO Contribution Amount were expended by the City. BAHC shall submit payment to the City within 30 days of receipt of invoice.

4. TERM

The term of this Agreement shall be from the Effective Date until the date that BAHC's VPSO Contribution Amount has been fully paid.

5. AMENDMENT

This Agreement may only be amended in a writing signed by all Parties.

6. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between City and BAHC. No other understanding, agreements, conversations, or otherwise, with any representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

7. 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.

8. WAIVER

Waiver 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.

9. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent:

to City addressed as follows:

City of Santa Clara
Attention: Chuck Baker, Assistant City Manager
1500 Warburton Avenue
Santa Clara, California 95050
or by email: (cbaker@santaclaraca.gov)

Copy: Glen R. Googins (ggoogins@santaclaraca.gov)

to BAHC addressed as follows:

Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
United States of America
Attention: Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.com)
Copy: Zaileen Janmohamed (zaileen@bayareahostcommittee.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

10. 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.

11. 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 any 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.

12. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[NEXT PAGE IS SIGNATURE PAGE]

[SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT
FOR NFL’S VISITING PUBLIC SAFETY OFFICER (VPSO) PROGRAM]

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:

Dated: 2/13/2025 | 12:30 PM PST

Signed by:
Glen R. Googins
74C9210BEEAE460...
GLEN R. GOOGINS
City Attorney

DocuSigned by:
Jovan Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager

“CITY”

BAY AREA HOST COMMITTEE
a California 501(c)(6) nonprofit corporation

Dated: 1/31/2025 | 11:00 AM PST

By: DocuSigned by:
Zaileen Janmohamed
9F824D4008BC4FB...
Zaileen Janmohamed
President & CEO

“BAHC”

SUPER BOWL LX LEAGUE EVENT AGREEMENT

This SUPER BOWL LX LEAGUE EVENT AGREEMENT (“Agreement”) is made and entered into effective as of September __, 2025 (“Effective Date”) by and among the Santa Clara Stadium Authority, a California joint powers authority (“Authority” or “Stadium Authority”), the City of Santa Clara, a chartered municipal corporation (“City”), the Bay Area Host Committee, a California nonprofit mutual benefit corporation (“BAHC”), the Forty Niners SC Stadium Company LLC, a Delaware limited liability company (“StadCo”), and the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“ManCo”). The parties are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, the NFL has selected Levi’s Stadium (“Stadium”) as the host facility for Super Bowl LX, to be held on February 8, 2026.
- B. WHEREAS, in such event, Article 21 of that certain Amended and Restated Stadium Lease Agreement between Authority and StadCo entered into as of June 19, 2013, and amended thereafter, (“Stadium Lease”), contemplates a “League Event Agreement” setting forth the terms, and each Party’s responsibilities, for hosting a Super Bowl at the Stadium. In addition, that certain Stadium Management Agreement, dated March 28, 2012, and as amended thereafter (the “Management Agreement”), by and between Authority, StadCo and ManCo, provides further rights and obligations as to the management and operations of events at the Stadium.
- C. WHEREAS, the Parties have negotiated the terms for and now desire to enter into this Agreement to serve as the “League Event Agreement” for Super Bowl LX.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. **Nature of this Agreement; Term.**

1.1. The Parties acknowledge and agree that this Agreement is a “League Event Agreement” as contemplated by Article 21 of the Stadium Lease. Accordingly, except as expressly set forth in this Agreement, all rights and responsibilities of StadCo and the Authority under the Stadium Lease with respect to Super Bowl LX as an NFL Event shall remain in effect. To the extent there is a conflict between the terms of this Agreement and the terms of the Stadium Lease, the terms of this Agreement shall govern. Capitalized terms not expressly defined herein shall have the meanings ascribed in the Stadium Lease.

1.2 The Term of this Agreement begins on the Effective Date and will expire when all the Parties have satisfied their respective obligations hereunder.

2. Super Bowl Services, Plans and Cost Estimates.

2.1. Super Bowl Activities and Support Services.

2.1.1 For purposes of this Agreement, “Super Bowl Activities” shall be comprised of the Super Bowl LX game (“Game”), and certain designated Super Bowl related special events (“Designated Events”) taking place in and within the security perimeter of the Stadium before, during and after the Game. Upon mutual agreement of the Parties, Super Bowl Activities may be expanded to include events and activities that require public security services, such as in and around hotels and other facilities within the City used by the NFL teams, friends and family of the NFL teams, and NFL officials/contractors (“Hotel/Facility Use”), and other Super Bowl related activities in the City initiated or requested by BAHC on behalf of the NFL occurring outside the security perimeter of the Stadium (“Related Activities”).

2.1.2 The Parties agree that Super Bowl Activities will require that City, acting separately and/or in concert or association with the NFL and federal and state agencies, provide certain planning and event day(s) public safety, transportation management (event ingress and egress), emergency medical response and logistics support services, along with certain required materials and equipment (collectively, “Super Bowl Services”) (as more particularly defined below). City agrees to provide the Super Bowl Services in connection with the Super Bowl Activities on the terms set forth in this Agreement. “Super Bowl Services” shall consist of those planning and event day(s) services, equipment and materials reasonably required and expected to be provided by City for the safe and successful conduct of Super Bowl Activities in accordance with the City’s “Super Bowl Services Master Plan” as described in Section 2.2, below. Super Bowl Services are to be provided by City personnel such as: on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel, as well as other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City), and other City contractors. For purposes of this Agreement, Super Bowl Services, and the costs related thereto, shall be comprised of “Event Planning and Training Services,” “Actual Event Services,” projected to be provided from the date seven (7) days prior to the Super Bowl LX until two (2) days after the event, “Required Equipment Costs” (as more particularly described in Section 3.4.6, below, and “Miscellaneous or Unanticipated Expenses” (as more particularly described in Section 3.4.7, below.) A more detailed summary of Super Bowl Services is attached hereto as **Exhibit A**.

2.2. Event Planning

2.2.1 In General. The City will prepare, in regular consultation with the other Parties, plans for the City’s provision of Super Bowl Services. The consultation among the Parties will be as needed, with such frequency and at the times agreed-upon by the Parties, leading up to the scheduled Super Bowl Activities. In preparation of the necessary plans, the City will consult with ManCo, BAHC, and the NFL and others as may be appropriate, but final approval of all plans for the provision of Super Bowl Services for Super Bowl Activities (collectively, the “Super Bowl Services Master Plan”) will be in City’s sole discretion. All components of the Super Bowl Services Master Plan will, at a minimum, conform to applicable federal, state, and local laws and regulations, as well as, subject to such laws, any NFL-specific requirements for the conduct of the Super Bowl Activities.

2.2.2 SBLX Public Safety Plan. One key component of the Super Bowl Services Master Plan will be the “SBLX Public Safety Plan.” City shall take the lead on preparing and shall solicit stakeholder input, on a regular and consistent basis, in the preparation, refinements, and finalization of such plan. Stakeholders shall include federal, state and regional governmental authorities with jurisdiction, and designated security personnel from the NFL, BAHC and ManCo. The SBLX Public Safety Plan may be periodically updated to respond to stakeholder comments and changes in security requirements or threat assessments and, in City’s discretion, stakeholders shall be re-engaged for further input. The final SBLX Public Safety Plan shall be consistent with all applicable federal, state, regional, and City requirements and, so long as such requirements are feasible and not inconsistent with applicable laws and Santa Clara Police Department security standards or determinations, NFL requirements. City shall have final input and approval authority over the SBLX Public Safety Plan and will be the local law enforcement authority responsible for the implementation of the SBLX Public Safety Plan. This includes coordination with other federal, state and regional law enforcement officials/departments, contracting with and oversight of other regional/local law enforcement agencies, and actual City staff deployment and provision of assigned Super Bowl Services under the SBLX Public Safety Plan. The SBLX Public Safety Plan will include among other necessary and appropriate terms as determined by the City and the stakeholders, provisions for Event Overview, Goals and Objectives, Roles and Responsibilities, Incident Command System (ICS) Framework, Risk Assessment, Emergency Communications Plan, Crowd Management Plan, Security Measures, Emergency Medical Service (EMS), Evacuation Plan, Severe Weather Preparedness, Coordination with Federal Resources, Community Impact Mitigation (enhanced policing of areas in the vicinity the Stadium, consistent with existing public safety practices, reasonably tailored to any specific needs arising from unique aspects of the Game, the Designated Events and any Related Activities), and reasonable and necessary Post-Event Review.

2.3. Cost Estimates

2.3.1 Preliminary Estimated Costs. In order to facilitate budgeting and fundraising efforts with respect to Super Bowl Activities, City has developed a preliminary estimate for the cost components comprising the Super Bowl Services for which it is expecting payment from BAHC (“Preliminary Cost Estimate”). This Preliminary Cost Estimate is set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The estimate includes projected costs for Super Bowl Services comprised as follows: “Event Planning and Training Services,” “Actual Event Services,” projected to be incurred from the date seven (7) days prior to the Super Bowl LX until two (2) days after the event, and “Required Equipment Expenses” (as more particularly described in Section 3.4.6, below).

2.3.2 Updated Cost Estimates. From and after the Effective Date, each Party shall, on an ongoing basis, exercise good faith efforts to identify, gather and share any and all available new or additional information necessary to allow for City to refine and update its Preliminary Cost Estimate. On or about November 15, 2025, and January 15, 2026 , City/Stadium Authority shall submit an updated version of their Preliminary Cost Estimate to BAHC and StadCo (each an “Updated Cost Estimate” and collectively the “Updated Cost Estimates”). Updated Cost Estimates shall include offsets for amounts of Super Bowl Services costs already paid and any other applicable offsets. In addition, if at any time after the Effective Date any Party learns of additional information that is reasonably expected to result in a change

to the then current Updated Cost Estimate by a factor of five percent (5%) or greater of the total (each a “Material Cost Adjustment”), such Party shall promptly notify all other Parties in writing of such Material Cost Adjustment. Any Updated Cost Estimate generated hereunder shall be dated and incorporated into an updated version of **Exhibit B**. In addition to these specific obligations, the Parties agree to regularly meet and confer as needed or as requested by any Party regarding event costs and responsibilities, and to share relevant information they may obtain with all other Parties that may affect overall event costs or responsibilities regardless of impact or their own cost or responsibility areas.

2.3.3 Nature of Estimates. While City has endeavored to develop the Preliminary Cost Estimate in good faith, using commercially reasonable means and methods, and will endeavor to develop any and all Updated Costs Estimates similarly, all Parties acknowledge and agree that (a) such estimates are based upon assumptions regarding the scope of required services and information available at the time; (b) some of the information upon which City is relying was obtained from third parties; (c) such assumptions and information are expected to change over time as assumptions are refined, and new or better information becomes available; (d) any or all of these factors are likely to result in modifications to the Updated Cost Estimates and, ultimately, actual final costs incurred in connection with the Super Bowl LX Event (“Final Costs”) that could substantially vary from the Preliminary Cost Estimates; and (e) subject to each Party’s obligations under this Agreement to exercise reasonable efforts to endeavor to provide accurate information and update their Preliminary Cost Estimates, no Party shall be liable to any other Party hereunder for any inaccuracy, material or otherwise, in their particular cost estimates, and each Party’s responsibilities with respect to the performance of their respective obligations hereunder with respect to the Super Bowl LX event, and, subject to BAHC’s and/or StadCo’s right to dispute Payment Requests as set forth below, BAHC’s and/or StadCo’s ultimate reimbursement of Super Bowl Services costs, shall not be absolved, modified or reduced as a result of any inaccuracy in any Preliminary or Updated Cost Estimate or the information provided in connection therewith.

3. Responsibility and Process for Reimbursement of Super Bowl Services Costs.

3.1. Cost Incurred Prior to the Effective Date. Pending finalization of this Agreement, in order to reimburse City for certain expenses incurred in connection with Event Training and Planning Services, City and BAHC entered into that certain Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities effective as of January 1, 2025, which was amended effective as of June 1, 2025 and amended again effective as of July 14, 2025 (“IFA”). In addition, BAHC has already reimbursed City for “Event Planning Costs” from July 2024 through December 31, 2024, and for costs related to the New Orleans VPSO program attended by City pursuant to the terms of, and as such terms are defined in separate agreements (the “Pre-Agreement Expenses”). The Parties acknowledge and agree that any amounts due and payable under the IFA shall be paid in accordance with the terms thereof and that, except as expressly provided in Section 3.7 hereof, below, BAHC’s responsibility with respect to the Pre-Agreement Expenses have been fully satisfied and shall not be charged or payable under the terms of this Agreement.

3.2. Costs Incurred After the Effective Date; In General. BAHC is responsible for reimbursing City for all of its actual and reasonable Super Bowl Services costs

(collectively, “Qualified Event Expenses”), pursuant to the terms of Section 3.3 through 3.7 of this Agreement, below, including, without limitation, terms that provide BAHC and StadCo certain rights to dispute City invoices for reimbursement.

3.3. Event Planning and Training Expenses.

3.3.1. City/Stadium Authority Payment Requests. To receive payment for its Event Planning and Training Expenses, City shall submit monthly invoices to BAHC in the form attached hereto as **Exhibit C** (each a “Payment Request” and collectively “Payment Requests”). Payment Requests shall include a statement of City staff time and out-of-pocket expenses paid or owed to third parties. All City staff time shall be billed at City’s then applicable full costs recovery rates in accordance with existing billing practices for other NFL Events held at the Stadium, as updated per the terms of the City’s latest agreement(s) with personnel assigned to support Stadium events. Staff costs shall be billed on an hourly basis, in .25 of an hour (15 minute) increments, and shall include a description of the work by category as set forth on **Exhibit C**. Payment Request submittals should also include reasonable supporting documentation (e.g., timecard reports by position, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the incurrence of Qualified Event Expenses.

3.3.2 Initial Review for Completeness. Upon receipt of a Payment Request, BAHC shall have ten (10) days to review and confirm that such request contains all relevant and required supporting documentation for eligible Event Planning and Training Expenses. If BAHC reasonably determines that any information or documentation is missing or incomplete, BAHC shall notify City and City shall agree to work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Payment Request shall be deemed to be “complete” when BAHC has received the reasonably requested information needed to review the Payment Request (the “Completed Payment Request”).

3.3.3 Final Review; Dispute Process. Within thirty (30) days of a Payment Request, or fifteen (15) days after receipt of a Completed Payment Request for incomplete or missing documentation, whichever is later, BAHC shall inform the City in writing of any amount of the Payment Request that it does not approve (the “Disputed Amount”) and the reason(s) for such disapproval. Any such disapproval must be based on BAHC’s reasonable determination that the Disputed Amount does not qualify as a Qualified Event Expense under the terms of this Agreement. Any amount of a Completed Payment Request not so disputed shall be deemed approved and paid by BAHC as provided in Section 3.3.4 below. In the event BAHC reasonably disputes any portion of a Payment Request, BAHC and City agree to immediately meet and confer in good faith to resolve the dispute. If after two (2) meet and confer sessions, the parties have been unable to resolve the dispute, the dispute shall be subject to the dispute resolution process described in Section 3.5, below.

3.3.4 Payment of Undisputed Amounts to City and Disputed Amounts to Escrow. Within sixty (60) days after receipt of a Completed Payment Request, BAHC shall submit a payment to City in the amount of the Completed Payment Request **less** any Disputed Amount. BAHC and City agree to allow for an additional 30-days to collectively work together to resolve any questions and information required to approve any Disputed Amounts applicable to a particular Completed Reimbursement Request. If upon such 30-day period, BAHC and City have not agreed

as to how to proceed as to any Disputed Amount then BAHC shall agree to set-aside such amounts in a segregated account as pending. In the event that, in the aggregate, Dispute Amounts exceed \$50,000, BAHC agrees to deposit such Disputed Amount into a third-party escrow account established by BAHC and City for this purpose (the “Disputed Amount Escrow”). Amounts in the Disputed Amount Escrow shall only be disbursed upon mutual agreement of BAHC and City, or upon a final binding order out of arbitration if such process is triggered under the terms of Section 3.5, below. Payments shall be made in the form of check or wire transfer as determined by City and the Disputed Amount Escrow Officer, respectively. BAHC and City shall evenly share any costs of the Disputed Amount Escrow and any ensuing arbitration. Amounts in the Disputed Amount Escrow shall only be disbursed upon mutual agreement of BAHC and City, or upon a final binding order out of arbitration or a reviewing court with jurisdiction.

3.3.5 Advance Review of Proposed Travel/Training Costs. Prior to incurring expenses (either out-of-pocket costs or staff time) for which City will be seeking reimbursement associated with any travel or off-site training programs (“Travel and Training Costs”) City shall provide BAHC a written summary of anticipated costs, explanation of the need for the travel and/or training and a list of the City personnel participating (“Proposed Travel and Training Budget”). City shall seek and consider, in good faith, BAHC input on Proposed Travel and Training Budget, provided that such input is provided by or developed with law enforcement and/or security professionals, but shall reserve the right, in its sole discretion, to determine the training it deems necessary to assure public safety at the Super Bowl Activities, and to seek reimbursement therefor. BAHC reserves the right to reasonably dispute any submittal for reimbursement of such costs as provided in Section 3.3.3, above. In fulfilling their respective roles under the terms of this Section, all Parties agree to exercise their reasonable best efforts to provide timely information and responses.

3.4. Actual Event Expenses.

3.4.1 Advance Payment. On or before the date falling forty-five (45) days prior to the Super Bowl LX game, BAHC shall pay City an amount equal to fifty (50%) of the then most current Updated Cost Estimate for Actual Event Expenses (“Advance Payment”). This Advance Payment shall be based on the November 15, 2025 Updated Cost Estimate only, subject to any properly noticed Material Cost Adjustment, if applicable. Any such Advance Payment shall offset BAHC’s ultimate obligation to pay Actual Event Expenses hereunder.

3.4.2 Primary and Final Payment(s). Following the Super Bowl LX game and any related post-game events requiring Super Bowl Services, City shall submit a Payment Request to BAHC with respect to Actual Event Expenses incurred, less the amount of any Advance Payment received, in the form attached hereto as **Exhibit C**. City shall endeavor to do so by on or before April 1, 2026 (the “Primary Event Expense Request”). The Primary Event Payment Request shall include a statement of both City/Stadium Authority staff time and out-of-pocket expenses paid or owed to third parties if known at that time. With respect to any Actual Event Expenses not recorded or invoiced at the time of the Primary Event Expense Request, including, without limitation, City staff time and third-party costs not yet invoiced to City/Stadium Authority, City/Stadium Authority shall submit a proposed final Payment Request and shall endeavor to do so by on or before May 1, 2026 (the “Final Payment Request”). For both the Primary Event Payment Request and the Final Payment Request, all City staff time shall be billed at City’s then

applicable full costs recovery rates for other NFL Events held at the Stadium. Staff costs shall be billed on an hourly basis in .25 of an hour (15 minute) increments and shall include a description of the work by category as set forth on Exhibit C. Payment Request submittals should also include, reasonable supporting documentation (e.g., timecard reports by position, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the incurrence of Actual Event Expenses.

3.4.3 BAHC Initial Review for Completeness. Upon receipt of either a Primary Event Expense Request or a Final Payment Request, BAHC shall have twenty-one (21) days from the receipt of such request to review and confirm such request contains all relevant and required supporting documentation for eligible Actual Event Expenses, or any other Qualified Event Expenses proposed therein for payment. If BAHC reasonably determines that any information or documentation is missing or incomplete, BAHC shall notify City/Stadium Authority and City/Stadium Authority shall work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Payment Request shall be deemed to be “complete” when BAHC has received the reasonably requested information needed to review the Payment Request (each a “Completed Payment Request”).

3.4.4 Final Review; Dispute Process. Within forty (40) days of a Primary Event Expense Request or a Final Payment Request, or fifteen (15) days after receipt of a Completed Payment Request for incomplete or missing documentation, whichever is later, BAHC shall inform the City in writing of any amount of the Payment Request that it does not approve (the “Disputed Amount”) and the reason(s) for such disapproval. Any such approval must be based on BAHC’s reasonable determination that the Disputed Amount does not qualify as a Qualified Event Expense under the terms of this Agreement. Any amount of a Completed Payment Request not so disputed shall be deemed approved and paid by BAHC as provided in Section 3.4.5, below. In the event BAHC reasonably disputes any portion of a Payment Request, BAHC and City agree to immediately meet and confer in good faith to resolve the dispute. If after two (2) meet and confer sessions, the parties have been unable to resolve the dispute, the dispute shall be subject to the dispute resolution process described in Section 3.5, below.

3.4.5 Payment of Undisputed Amounts to City and Disputed Amounts to Escrow. Within sixty (60) days after receipt of a Completed Payment Request, BAHC shall (i) submit payment to the City in the amount by which the Payment Request exceeds the amounts already paid to City/Authority in the form of Advance Payments, less any Disputed Amount; and (ii) deposit the Disputed Amount into the Disputed Amount Escrow provided under Section 3.3.4, above. Payments shall be made in the form of check or wire transfer as determined by City and the Disputed Amount Escrow Officer, respectively. For example, if a Completed Primary Event Expense Request is \$7.5 million, City has already received \$4 million in Advance Payments, and there is a Disputed Amount of \$150,000, the amount due and payable by BAHC to City/Authority with respect to such request under the terms of this Section would be \$3,350,000, and the deposit into the Disputed Amount Escrow would be \$150,000.

3.4.6 Special Rules for Equipment Costs.

a. In General. The Parties agree that certain public safety, transportation management and related equipment will be required in connection with City

required and necessary public safety and transportation support services for the Super Bowl Activities (“Required Event Equipment”), and the reasonable cost of such equipment shall constitute Qualified Event Expenses hereunder, provided that the equipment is available on event day or whenever it is required.

b. Equipment List. The Parties shall meet and confer to agree upon an initial list of Required Event Equipment, including the estimated purchase or lease costs to be billed to BAHC for each. Such list, and the related estimated cost of each piece of equipment, will be updated from time to time consistent with the provisions set forth in Section 2.4, above.

c. Purchased Equipment. Prior to purchasing any Required Event Equipment for which the entire purchase price is proposed to be expensed to BAHC, City shall first obtain BAHC’s written approval for such purchase. City shall follow its own procurement policies and shall endeavor to obtain any such Required Event Equipment at the best available commercial rates; provided, however, if BAHC is able to facilitate the purchase of the same equipment at lower cost, and such facilitation can be implemented consistent with City’s legal procurement requirements, then the City agrees to allow BAHC to coordinate such process. The purchase price for Required Event Equipment purchased for BAHC by City for use at the event shall be chargeable as a Qualified Event Expense to BAHC once payment is made. City shall endeavor to include such cost in the next scheduled Payment Request submittal. Once City has been reimbursed and purchased Required Event Equipment is no longer needed for Super Bowl Activities, at BAHC’s option, after meeting and conferring with City, and subject to applicable laws, such equipment shall either be (i) transferred to BAHC, (ii) sold, with the proceeds of such sale, less reasonable sales expenses, paid to BAHC, or (iii) subject to terms approved by both BAHC and City, retained by City for future use at the Stadium.

d. Leased Equipment. With respect to Required Equipment to be leased to BAHC by City for use at Super Bowl Activities, the associated lease charges shall be chargeable as a Qualified Event Expense for the number of days deployed for event support (inclusive of days that are reasonably necessary for delivery, setup, and demobilization). City shall endeavor to include all corresponding lease charges in the Primary Event Expense Request submittal provided in Section 3.4.2, above. In determining the appropriate lease charge amount the following shall apply: (a) the lease rate for Required Equipment that itself was leased from a third party shall be a pass through of the lease rate cost charged to City; (b) the lease rate for purchased equipment shall be determined in consideration of “market rates” for such equipment, to the extent available, wear and tear on the leased equipment, projected maintenance costs, amortized capital reserve replacement costs, and other relevant factors, after consultations with BAHC regarding methodology; and (c) the lease rate shall not include any lease administration overhead fee; instead, any staff time/costs directly associated with procurement or management of leased assets necessary for Super Bowl Activities shall be accounted for and billed directly as a Qualified Expense Cost.

e. Coordination with FIFA World Cup Equipment Purchases; Equipment Borrowing Opportunities. Whenever practical, in order to reduce costs and achieve economies of scale, City shall coordinate and combine its procurement of Required Event Equipment under the terms of this Agreement, with its procurement of “Required Event Equipment” under the terms of the FIFA World Cup 2026 Assignment and Assumption Agreement

(“FIFA Agreement”). City shall account for, allocate and invoice all “Qualified Event Expenses” incurred in connection with such coordinated procurement efforts as “World Cup Support Services” or “Super Bowl Support Services” based on the extent to which such equipment is projected to be deployed for such events. In no event shall City “double charge” for such expenses. To minimize charges to BAHC for purchased equipment as contemplated by subsection c., above, City further agrees to cooperate with BAHC/StadCo on identified sources that may be willing and able to loan Required Event Equipment at below market terms.

3.4.7 Miscellaneous or Unanticipated Expenses. “Miscellaneous or Unanticipated Expenses” are expenses or costs related to the provision of Super Bowl Services, but that were not otherwise expressly included in other Super Bowl Services expense categories. To the extent possible, with respect to Miscellaneous or Unanticipated Expense transactions in excess of \$500 per item or \$2,500 in the aggregate, before any such costs are incurred or expended, City agrees to meet and confer with BAHC to obtain advance approval for such expenses. If such advance discussions are not practical or possible, if such costs or expenses are incurred by City/Stadium Authority in good faith and are of a similar nature or character of other qualified expenses, City shall be entitled to reimbursement therefor, subject to BAHC’s reasonable approval and right to dispute. Any Miscellaneous or Unexpected Cost approved or proposed under the terms of the Section shall (a) be included as a line item by City/Stadium Authority in their next Updated Event Cost Estimate submittal, in accordance with the process forth in Section 2.4, above; and (b) once such cost is incurred, shall be proposed for payment by City/Stadium Authority under their next applicable Payment Request submittal, in accordance with the process set forth in either Section 3.3, above, depending upon when the Miscellaneous or Unexpected Cost expense was incurred. For example, if the Miscellaneous or Unexpected Cost expense was incurred during the event planning phase, prior to the Primary Event Operations Period, it would be included as an expense in the next submitted monthly Payment Request for Event Planning and Training Expenses. If the expense was incurred after the commencement of the Primary Event Operations Period, it would be included as an expense and submitted as part of the Primary Event Expense Payment Request or the Final Payment Request.

3.5. Cost Reconciliation/Dispute Resolution.

3.5.1. Selection of an Arbitrator. Within thirty (30) days after the Effective Date, BAHC and City/Stadium Authority will meet and confer to select and contract with an arbitrator to be on “stand-by” to resolve disputes over Disputed Amounts that the parties are unable to resolve themselves after meeting and conferring as provided in Sections 3.3 or 3.4, above, under the terms set forth in this Section 3.5. The arbitrator should have experience adjudicating matters involving complex agreements, disputed payments and services, and accounting, and must be approved by BAHC and City/Stadium Authority (“Approved Arbitrator”).

3.5.2. Interim/Expedited Dispute Resolution.

If at any time during the term of this Agreement Disputed Amounts deposited into the Disputed Amount Escrow exceed \$200,000, and the parties have been unable to resolve their dispute(s) with respect to such amounts after meeting and conferring under the terms of Section 3.3.3 or 3.3.4, as applicable, above, either BAHC or City/Stadium Authority shall have

the right, by written notice to the other party, to initiate expedited binding arbitration to resolve their dispute (“Expedited Arbitration”). The Expedited Arbitration shall be conducted on a confidential basis by the Approved Arbitrator. The arbitration process schedule will be designed to allow a final decision in such matter to occur within no more than sixty (60) days. Any decision or award as a result of such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs of such arbitration shall be shared 50/50 by the parties, and each party shall bear the cost of their own attorneys’ fees. If by March 1, 2026, no party has initiated Expedited Arbitration, disputes between the parties with respect amounts deposited into the Disputed Escrow Account, including amounts deposited after March 1, 2026, shall be resolved as part of the final reconciliation/dispute resolution process set forth in Section 3.5.3, below.

3.5.3. Final Reconciliation/Dispute Resolution. If there are unresolved disputes regarding Payment Requests for Event Planning and Training Expenses, Required Equipment Expenses, or Miscellaneous or Unexpected Costs, and BAHC has reserved its rights respect to such disputes, or if BAHC has Disputed Amounts (or any other disputed amounts) requested for reimbursement in the Primary Event Expense Request or the Final Payment Request submittal and, after meeting and conferring in good faith to resolve such dispute(s) the Parties have been unable to reach agreement, then either party may tender such disputes to final, binding arbitration for resolution (“Final Arbitration”). The Final Arbitration shall be conducted on a confidential basis by the Approved Arbitrator. Any decision or award as a result of such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs and fees of the Approved Arbitrator shall be shared 50/50 by the parties; however, each party shall bear the cost of their own attorneys’ fees and consultant fees/costs, if any.

3.6 Qualified Event Expenses Not to Be Treated as Public Safety Costs Under the Terms of the Stadium Lease

Notwithstanding any provision in the Stadium Lease to the contrary, in no event will any Qualified Event Expenses invoiced and reimbursed under the terms of this Agreement constitute “Public Safety Costs” for purposes of Sections 7.5.2 and 7.5.3 of the Stadium Lease.

3.7 Pre-Agreement Expenses. Amounts previously incurred by the City/Stadium Authority prior to July 2024 in the amount of up to \$124,086, shall be reimbursable to the Stadium Authority after all amounts due to City/Stadium Authority have been paid hereunder, or pursuant to the provisions of Section 6.12.b, below, provided that government funding amounts are available to reimburse such amounts to City/Stadium Authority. BAHC shall not be obligated to pay any pre-Agreement expenses to City/Stadium Authority directly or indirectly other than as set forth above.

4. Stadium Capital Improvements.

4.1 In General. Except as otherwise expressly provided herein, any and all improvements or modifications to the Stadium requested or required to be made by the NFL or StadCo/TeamCo in connection with Super Bowl LX (“Super Bowl Improvements”), shall be

overseen and implemented by ManCo in accordance with standards and processes set forth in the Management Agreement, applicable Stadium Authority administrative policies (e.g., procurement processes, project accounting, warranty, insurance and labor requirements), NFL requirements, and all City-issued permits and approvals. All proposed Super Bowl Improvements outside the Tenant Exclusive Areas, where required under the existing Stadium agreements, must first be approved by Authority, acting in its sole but reasonable discretion.

4.2 **Funding.** Any such Super Bowl Improvements shall not be treated as capital improvements requiring funding by Stadium Authority under the terms of the Stadium Lease Agreement. Rather, BAHC and StadCo shall be jointly and severally liable for funding and lien-free completion of any such modifications. In the event that Stadium Authority reasonably conditions its approval of any Super Bowl Improvements on the removal of such improvements after the conclusion of the Super Bowl LX event, BAHC/StadCo shall also be responsible for the costs of removing those modifications in order to return the Stadium to its state prior to the modifications.

4.3 **Timing; Coordination.** BAHC and ManCo shall make commercially reasonable best efforts to ensure that all Super Bowl Improvements are constructed in a manner and on a schedule so as not to interfere with other Stadium Events, including NFL Events and ticketed and non-ticketed Non-NFL Events.

4.4 **Compliance with Applicable Law.** BAHC and ManCo shall carry out the design, construction and operation of any Super Bowl Improvements in conformity with all applicable governmental requirements, including all applicable federal and state labor standards (including without limitation, if applicable, provisions for payment of prevailing wages) and any other applicable development standards, building, plumbing, mechanical and electrical codes that are applicable. With respect to California Labor Code Sections 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the “Prevailing Wage Law”) BAHC and ManCo shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws. BAHC and ManCo hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold Stadium Authority and its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon their acts or omissions pertaining to the compliance with all applicable laws, including Prevailing Wage Law in connection with installing the Stadium Improvements. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Super Bowl Improvements. At the time of the Effective Date, the Parties do not expect that any Super Bowl Improvements will be required in preparation for the Game.

5. Permits and Processing.

City/Stadium Authority agrees to work in good faith to expedite the processing of all necessary licenses, authorizations, permits, grants, orders, decisions, or any other acts required of the Stadium Authority or City in connection the Super Bowl Activities (“Event Permits”). City/Stadium Authority reserves the right to approve, condition or disapprove in accordance with applicable legal standards for governmental discretion. BAHC shall be

responsible for payment of all standard City/Stadium Authority processing fees associated with all required permits/approvals sought by BAHC or being sought on behalf of BAHC by ManCo or another authorized third-party. All other permitting fees shall be the responsibility of the party seeking the permit/approval. If expedited Event Permits processing is necessary that cannot be accommodated using only existing City/Stadium Authority staff, BAHC (or the permit seeking party) may request that City procure outside contractor assistance to assist with such processing. City agrees to meet and confer with BAHC (or any other party seeking a permit) regarding any such request to determine the viability and cost of this option. If the parties agree to proceed with the procurement of outside contractor assistance, the procurement shall be done in accordance with applicable City standards, and the costs for the contractor assistance shall be paid by BAHC (or the permit seeking party).

6. Additional Agreements.

6.1. StadCo Responsibility for Any Qualified Event Expense Shortfall without Credit or Offset. StadCo agrees that to the extent BAHC fails to fully reimburse City for City's Qualified Event Expenses incurred hereunder as provided in Section 3 above (a "Qualified Event Expense Shortfall"), StadCo shall reimburse City the entire amount of the Qualified Event Expense Shortfall. StadCo's obligation under this Section shall not be offset by or credited against any other claim StadCo may have or allege against Stadium Authority or City under the terms of any other agreement between one or more of the Parties or any non-monetary claim for damages or payment under the terms of this Agreement. For the avoidance of doubt, in no event shall any Qualified Event Expense amounts paid by BAHC or StadCo under the terms of this Agreement, including but not limited to any Qualified Event Expense Shortfall, count or be treated as "Credited Public Safety Costs" under the terms of the Stadium Lease between Stadium Authority and StadCo, and the Parties acknowledge and agree that the Game shall not be included in the calculation of the Public Safety Costs Threshold for the 2025-2026 Lease Year.

6.2. NFL Stadium Access/Terms. StadCo may enter into a license agreement with the NFL (and with BAHC as appropriate), consistent with the terms of this Agreement, granting access to the Stadium for purposes of hosting Super Bowl LX. Should BAHC, or other third-party access to the Stadium be needed in connection with Super Bowl LX for tours, preliminary site inspection visits, planning meetings, or other related purposes, during the Non-NFL event season/period, such access shall be provided in such a way as to mitigate any negative impacts on the planning or execution of ticketed and non-ticketed Non-NFL events in accordance with the Stadium Lease.

6.3. Access to Other City Facilities; Youth Sports Park. If either the NFL or BAHC needs access to any facilities under the control of the City or the Authority, including without limitation the Youth Soccer Park (which the Parties anticipate will be within the security perimeter for the Game and Designated Events), they must secure the necessary right of entry permits and/or licenses from the City or the Authority where applicable, on reasonable terms to be negotiated.

6.4. Convention Center Access. Access to and use of City Convention Center facilities ("Convention Center") shall be provided on the following terms:

(a) Use Term and Designated Facilities. BAHC/NFL (or their designated agents) shall have use of the Convention Center for Super Bowl Activities starting on January 17, through February 13, 2026 (“Use Term”) as designated in that certain facility use schedule agreed upon by City and BAHC dated _____, 2025. City shall reserve the right to use or license Convention Center facilities not scheduled for BAHC/NFL use during the Use Term provided that such uses are not incompatible with BAHC/NFL uses.

(b) Allowed Uses. Allowed BAHC/NFL uses shall include (i) credentialing of NFL officials and VIPs; (ii) special events, including the necessary access to prepare for and stage such events; and (iii) any other use/activation typically allowed in the Convention Center (collectively, the “Convention Center Allowed Uses”).

(c) Facility Rent. “Facility Rent” shall be Six Hundred Fifty Thousand Dollars (\$650,000) for BAHC/NFL’s use of the Convention Center for the use term. BAHC shall deposit \$320,000 with City towards payment of the Facility Rent (“Rent Deposit”) as follows: (i) by on or before November 1, 2025, BAHC shall deposit \$160,000; and (ii) by on or before January 1, 2026, BAHC shall deposit an additional \$160,000.

(d) Rent Credits. Credits against Facility Rent shall be provided as follows: (i) a “Major Event Rent Credit” of 20% of the Facility Rent (equal to One Hundred Thirty Thousand Dollars (\$130,000)), and (ii) a “Business Development Funds Credit” (to be secured by City/Authority from Santa Clara’s Destination Marketing Organization) in the amount of Two Hundred Thousand Dollars (\$200,000), and (iii) a “Performance Rent Offset” for discretionary expenditures, including Food & Beverage, Audio/Visual, and Information Technology (collectively, “Convention Center Event Expenditures”), in the amount of 40% of actual Convention Center Event Expenditures of up to Five Hundred Thousand Dollars (\$500,000), plus an amount of 30% of actual Convention Center Event Expenditures between \$500,000 and \$900,000. City shall provide a final accounting to BAHC of the Performance Rent Offset within __ days after the expiration of the Use Term (“Performance Rent Calculation Date”). If the Performance Rent Offset amount exceeds the Rent Deposit, City shall pay BAHC the entire Rent Deposit within five (5) business days after the Performance Rent Calculation Date. If the Performance Rent Offset amount is less than the Rent Deposit, City shall pay BAHC the positive difference between the Rent Deposit and the Performance Rent Offset.

(e) Cancellation Fee. If BAHC or its designee does not make use of or cancels its use of the Convention Center for the Use Term, City shall retain the Rent Deposit, and the balance of Facility Rent shall be immediately due and payable from the BAHC as a cancellation/non-use fee.

(f) Other Terms. These terms and all remaining terms and conditions for Convention Center use provided that such terms are consistent with the terms of

this Section shall be negotiated directly with the manager of the Convention Center and memorialized in a Convention Center Use Agreement.

6.5. Third Party Owned or Controlled Facilities. BAHC and StadCo are responsible for securing and providing access to any other facilities not under the control of the City or the Authority that may be necessary or desired for use related to Super Bowl LX. City shall reasonably cooperate with such efforts, including with the facilitation of any required permits for necessary improvements or desired activities at such facilities.

6.6. Senior and Youth Fee. StadCo shall pay to the City the Santa Clara Senior and Youth Program Fee on each Super Bowl LX ticket in the amount specified in Section 12.2 of the Stadium Lease; provided, however, such amounts shall not be counted towards any cap on such fees provided in Section 12.2. If the NFL will not permit the inclusion of the Santa Clara Senior and Youth Program Fee in its tickets for the Game, StadCo agrees to cause the donation to the City, within 60 days of the Game, for use by the City for Senior and Youth Program purposes, an amount equal to the amount of the Santa Clara Senior and Youth Program Fees that would have been collected had they been allowed.

6.7. Marketing and Promotion of City. BAHC and Discover Santa Clara, Santa Clara's Destination Marketing Organization ("DMO") will use commercially reasonable efforts to coordinate and collaborate to jointly promote and market City businesses, events, and facilities in association with Super Bowl LX in accordance with a separate, pending agreement between BAHC and DMO. In addition, upon request from the City, BAHC shall endeavor in good faith to arrange for support from Bay Area professional sports teams (for example, professional athlete and/or team mascot guest appearances) at City sponsored events (including but not limited to the October 4, 2025, Santa Clara Parade of Champions) ("City Sponsored Event Support"). City acknowledges that BAHC cannot guarantee City Sponsored Event Support, and neither BAHC nor any professional sports team, shall be required to incur any out-of-pocket costs in connection with solicitation or provision of City Sponsored Event Support under the terms of this Section.

6.8. Joint Marketing of City Assets. City is finalizing an agreement with a third-party vendor for the marketing of certain City assets around the Stadium for commercial advertising or use. City acknowledges and agrees that certain of such assets are subject to agreements that are binding upon City and Stadium Authority that limit or preclude their use for one or more of such purposes (the "Limiting Agreements"). City also acknowledges and agrees not to undertake or engage in, either directly or through any vendor or agent, any activities that are inconsistent with the Special Event Zone provisions below. Subject to the terms and restrictions of the Limiting Agreements and the Special Event Zone Provisions, BAHC and StadCo will cooperate with City's efforts to market to the NFL or their commercial partner's use of City assets for commercial advertising or use, at best available, commercially reasonable/market rates by providing input on City's efforts and coordinating with such third-party vendor.

6.9. Special Event Zone Provisions. City staff agrees to prepare and present to the City Council for its consideration a "Special Event Zone Ordinance" designed to protect the public health, safety and welfare, and enhance local aesthetics by temporarily regulating or

restricting certain advertising and commercial activities within the vicinity of the Stadium leading up to and during the Super Bowl event. The target date for Council consideration is November 15, 2025. To the extent permitted by state and federal laws, the proposed Special Event Zone Ordinance will temporary regulate outdoor commercial signs and advertising displays, outdoor sale of merchandise, and commercial vending from mobile units, and distribution of free products. The scope of the sidewalk vending regulations, including those for food and merchandise, will be limited to time, place, and manner requirements directly related to objective health, safety, or welfare concerns and may cross-reference or incorporate existing City regulations in this area. At a minimum, the proposed Special Event Zone Ordinance will include regulations substantially equivalent to those set forth in that certain Ordinance adopted by the City of Inglewood, California on _____, 2022 “Designating Certain Portions of the City as an “Event Zone” in Order to Regulate Certain Activities in Connection with Super Bowl LVI and Related Events,” with updates to conform with any subsequently enacted NFL standards and/or applicable laws. BAHC agrees to reimburse City for all reasonable staff costs necessary to prepare such regulations for City Council consideration. The Parties acknowledge and agree that City Council’s approval of this Agreement does not constitute approval of any “Special Event Zone Ordinance” that may be presented to it under the terms of this Section, and the City Council reserves the right to approve, disapprove or condition the terms of any such regulations in its sole discretion. In the event the City Council is presented with but does not take action to approve a Special Event Zone consistent with the terms of this Section by on or before December 1, 2025, the Parties shall meet and confer on what other lawful measures can be taken to assure that, to the maximum extent possible, equivalent protections can be implemented for the event. **[Section details still under discussion, including consequences if Special Event Zone Ordinance or satisfactory alternative(s) are not timely implemented.]**

6.10. Point of Sale Designations. Where practicable, BAHC and StadCo agree to undertake commercially reasonable efforts as City identifies in writing as are reasonably necessary to have the City of Santa Clara designated as the “point of sale” for all transactions subject to sales or use taxes in connection with the conduct of and sale of goods and services at Super Bowl Activities occurring with the City of Santa Clara (“Applicable Transactions”). City shall identify in writing examples of Applicable Transactions within thirty (30) days after the Effective Date of this Agreement. BAHC/StadCo shall not be required to incur any out-of-pocket costs in connection with their obligations under this Section 6.10.

6.11. No City/Stadium Authority Obligation to Waive Rights with Respect to Local Laws, Taxes and Fees. City/Stadium Authority shall have no obligation to pass or waive any local law, or pass or waive any local tax or fee, except as City Council or Stadium Authority Board may consider and approve, separate and apart from this Agreement, in their sole and unfettered discretion.

6.12. Other Revenues/Funding.

a. Cooperation. To finance its obligations under the terms of this Agreement, BAHC may seeking funding from various public and private sources. City/Stadium Authority and BAHC agree to cooperate in such fundraising efforts. Such cooperation may include among other things: (a) reasonable efforts to pursue direct federal/state/regional funding (“New Government Funding”) or in-kind contributions of federal/state resources that may

offset/reduce Qualified Event Expenses or replace City's need to provide Super Bowl Services, respectively; (b) joint/coordinated efforts to meet with federal/state/regional officials; and (c) the preparation and submittal of grant/funding applications, including any necessary support information, either jointly or separately, as appropriate, including whenever such funding sources may allow, requests that funds awarded be earmarked for Qualified Event Expenses.

b. Offset of Government Funding Against BAHC Obligations to Fund Qualified Event Expenses. To the extent any New Government Funding is received and paid to City with respect to City Qualified Event Expenses during the term of this Agreement, BAHC's corresponding obligations(s) to reimburse such expenses hereunder shall be reduced on a dollar-for-dollar basis as provided in this Section. If the government funding received is earmarked to offset a particular category of Qualified Event Expense (for example, Event Planning and Training Expenses), then that is a category of reimbursement obligation that shall be reduced. If the government funding received is not specifically designated, it shall be used to reduce the BAHC Qualified Event Expenses reimbursement obligation arising first in time under the terms of this Agreement, for which such monies can lawfully be used. If the government funding is not actually received but is otherwise expressly committed to fund City/Stadium Authority Qualified Event Expenses, the Parties will meet and confer to determine how and when BAHC's obligations shall be reduced hereunder. The ultimate decision on this will be made by City in its reasonable discretion. Factors to be reasonably considered include the discretionary or administrative nature of any conditions imposed by the government funding source to the actual distribution of funds, the amounts involved, and the timing for any such distribution. If government funding earmarked for Qualified Event Expenses is received by City after BAHC has fulfilled its reimbursement obligations hereunder, such that City shall have received funding for Qualified Event Expenses in excess of the actual amount of its Qualified Event Expenses ("Surplus Funding Amount"), BAHC shall be entitled to receive reimbursement from City of such Surplus Funding Amount subject to any applicable grant requirements.

6.13 Conflicts of Interest Terms/Policies

6.13.1 For ManCo. In implementing their obligations under the terms of this Agreement, ManCo, its members, officers and employees, agree that their conduct shall comply with their obligations and standards of care set forth in the Management Agreement, and all applicable state and local laws, including conflict of interest laws.

6.13.2 For BAHC. BAHC represents that no StadCo or ManCo official will act on behalf of BAHC in any action to approve this Agreement. Notwithstanding the foregoing, City/Stadium Authority acknowledges and agrees that one or more StadCo or ManCo officials may be involved in assisting BAHC in the implementation of the terms of this Agreement, and with fundraising activities, the proceeds of which may be used to finance one or more of BAHC's obligations to the NFL or under this Agreement, and that any such activities, being in the mutual interest of the Parties, shall not violate the terms of this Section .

6.13.3 All Parties. All Parties shall comply with all federal, state and local laws, including conflict of interest laws, applicable to their conduct in approving or implementing the terms of this Agreement.

7. Risk Management.

7.1. Indemnities.

7.1.1. ManCo Indemnity of City/Stadium Authority. For any liabilities, damages, suits, claims, loss or judgments that arise from or relate to the services ManCo provides for the City or Stadium Authority for the Super Bowl Activities, ManCo shall defend, protect, indemnify, and hold the City and Stadium Authority and its respective officers, directors, employees, and agents harmless from and against all liabilities, damages, suits, claims and judgments of any nature (including attorneys' fees and costs) pursuant to the Indemnification provisions of Section of 12.1 of the Management Agreement.

7.1.2. BAHC Indemnity of City/Stadium Authority. BAHC shall defend, protect, indemnify and hold the City/Stadium Authority, and their respective officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including attorneys' fees and costs) arising from or in connection with any obligation that BAHC is responsible for and undertakes with respect to any Super Bowl Activities. This indemnification obligation includes, but is not limited to, (a) any injury to or death of a third person or any damage to property of a third person (including loss of use) resulting from, arising out of or in connection with BAHC's obligations undertaken with respect to the Super Bowl Activities, and (b) the negligence or willful misconduct of BAHC or any of its respective officers, directors, employees, agents, contractors or invitees.

7.1.3. Carve-Out. The obligations to protect, indemnify and hold harmless in Sections 7.1.1, and 7.1.2, above, shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or willful misconduct of City or Stadium Authority, and their respective officers, directors, employees, and agents the obligation to defend is not similarly limited.

7.2. Insurance.

7.2.1. Standard Coverages. Throughout the term of this Agreement, and during the Super Bowl Activities, Stadium Authority and StadCo shall maintain in effect Comprehensive General Liability insurance (CGL) and other standard forms of insurance in the amounts and forms consistent with their then applicable standards for NFL Events (collectively "Standard Event Insurance") as set forth in the Lease. The cost of such insurance shall be paid in accordance with the terms of the Lease.

7.2.2 Specialty Coverages. City/Stadium Authority staff, is currently working with their insurance broker to determine if, given the elevated risk profile of the Super Bowl Activities, additional coverage amounts, or specialty coverage(s) are needed to address such elevated risks. The Parties are also seeking information from the NFL as to what coverages it may be providing or requiring. City/Stadium Authority, StadCo/ManCo and BAHC agree to meet and confer regarding what additional coverages are necessary based on reasonable City/Stadium Authority or NFL requirements (collectively "Specialty Insurance"). Any additional costs for Specialty Insurance required by the NFL or reasonably deemed necessary by City/Stadium Authority, after consultation with and reasonable preapproval by BAHC and

StadCo, for the Super Bowl Activities shall be a Qualified Event Cost reimbursed by BAHG within the terms of this Agreement. The Parties agree to cooperate to develop a coordinated overall insurance program in order to avoid unnecessary redundancy and to reduce costs.

8. Late Payments, Default and Remedies.

8.1. Late Payments

Any amount due and payable hereunder by any Party to another Party that is not paid on the due date (“Delinquent Amount”) shall accrue interest at the rate of one and one quarter percent (1.25%) per month commencing upon the date such Delinquent Amount was due until paid. Any amount not paid under a good faith dispute as a “Disputed Amount” under the terms of Section 3, above, shall not be considered a “Delinquent Amount” under the terms of this Section; provided, however, any such amount shall accrue interest at the rate of .25% per month commencing upon the date such amount was due until paid, and may be the subject of an award granted by the Approved Arbitrator.

8.2. Events Constituting a Default.

8.2.1. Events of Default. A Party shall be in default hereunder if such Party (a) fails to perform a material obligation hereunder; (b) fails to pay an amount owed to another Party when due, and such amount remains unpaid thirty (30) days after the payment due date; or (c) becomes insolvent, makes an assignment for the benefit of creditors or files for bankruptcy (each an “Event of Default”). Any amount not paid under a good faith dispute as a “Disputed Amount” under the terms of Sections 3.3 and 3.4 , above, the ultimate payment of which remains subject to resolution by the Approved Arbitrator under the terms of Section 3.5, above, shall not be considered the basis for an “Event of Default” under the terms of this Section.

8.2.2. Opportunity to Cure. Notwithstanding the foregoing, it shall be a condition precedent to any Party’s right to exercise its remedies hereunder with respect to any Event of Default that such Party (i) first gives the alleged defaulting Party prompt written notice stating with specificity the nature of the alleged default and (ii) if such alleged default is susceptible of cure or remedy, a period of fifteen (15) days from and after the giving of such notice shall have elapsed without the alleged defaulting Party having effectively cured or remedied such alleged default, unless (i) such alleged default cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days), provided the alleged defaulting Party has made and continues to make a diligent effort to cause such remedy or cure where applicable; or (ii) the alleged defaulting Party disagrees and disputes that it is in default in which case the procedures set forth in Section 8.3.2, below, may be invoked.

8.3. Remedies; Dispute Resolution.

8.3.1. Remedies. In an Event of Default, the non-defaulting Party(ies) shall have the right to pursue the remedies of specific performance or the recovery of monetary damages pursuant to the Dispute Resolution terms provided in Section 8.3.2, below; provided,

however, no Party shall be entitled to indirect or consequential monetary damages, including any claim for lost profits. As noted in Section 8.2.1, above, disputes regarding the payment of any “Disputed Amount” under the terms of Section 3, above, shall be made by the Approved Arbitrator under the terms of Section 3.5, above. With respect to all other disputes, including over Events of Default, the determinations of whether or not any Party is entitled to the remedies provided in this Section shall be made pursuant to the process set forth in Section 8.3.2, below.

8.3.2. Dispute Resolution.

(1) **In General.** Except for disputes relating to Disputed Amounts that are subject to Expedited Arbitration or Final Arbitration (as set forth in Section 3.5 above), any dispute arising out of or relating to this Agreement shall be determined by Arbitration in Santa Clara, California, by one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any award rendered pursuant to the forgoing, which may include an award or decree of specific performance, shall be final and binding on, and non-appealable by, the Parties and judgment thereon may be entered, or enforcement thereof sought by either Party in a court of competent jurisdiction. Notwithstanding the foregoing, this Section does not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

(2) **Qualifications of Arbitrator.** Every person selected to serve as an arbitrator shall be and remain at all times neutral and wholly impartial, shall be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute. All arbitrators shall, upon written request by either Party, provide the Parties with a statement that they can and shall decide any dispute referred to them impartially. No arbitrator shall currently be employed by any Party to this Agreement or any affiliated entity thereof, nor shall any arbitrator have any material financial interest in the dispute.

(3) **Applicable Law and California Arbitration Act.** The agreement to arbitrate set forth here shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the California Arbitration Act (California Code of Civil Procedure Sections 1280, *et seq.*) (as amended, the “California Arbitration Act”). In deciding the substance of any such dispute, the arbitrator shall apply the substantive laws of the State of California. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of California, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of California. The Parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated dispute.

(4) **Consolidation.** If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and

which could result in conflicting awards or obligations, then the Parties hereby agree that all such proceedings may be consolidated into a single arbitral proceeding.

(5) Confidentiality. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(6) Jurisdiction/Venue. For any lawsuit to compel arbitration, enforce or modify an Arbitration Award, or to seek provisional remedies in aid of arbitration, from a court of competent jurisdiction, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any California State court or federal court of the United States of America sitting in Santa Clara County, and any appellate court thereof. Each of the Parties hereto agrees that it may be served with legal process by mail in addition to any other means permitted by applicable law and that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement shall affect any right that either Party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction. Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any California State court or federal court of the United States of America sitting in Santa Clara County. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court.

(7) Costs and Expenses. In the event any action or motion is filed to enforce any of the provisions of this Agreement, including without limitation, to enforce the terms herein, or to interpret any provision of this Agreement, the prevailing Party in any such action or motion shall be entitled to recovery of reasonable attorneys' fees and costs incurred in connection with any such action or motion, the reasonableness of which shall be determined by the court and assessed as part of the costs therein.

9. Miscellaneous

9.1. Notices. All notices to the Parties shall, unless otherwise requested in writing, be sent to the addresses as follows:

Bay Area Host Committee
444 Castro Street, Suite 150
Mountain View, CA 94041
Attention:
Zaileen Janmohamed (zaileen@bayareahostcommittee.com)
Ruth Shikada (ruth.shikada@bayareahostcommittee.com)
With a copy to:

Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.com)

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050

Attention:

Chuck Baker, Assistant City Manager (cbaker@santaclara.gov)
Glen Googins, City Attorney (ggoogins@santaclara.gov)

Santa Clara Stadium Authority

1500 Warburton Avenue
Santa Clara, CA 95050

Attention:

Chuck Baker, Assistant Executive Director (cbaker@santaclara.gov)
Glen Googins, Stadium Authority Attorney (ggoogins@santaclara.gov)

StadCo

4949 Marie P DeBartolo Way
Santa Clara, CA 95054

Attention: Legal Affairs

Jihad Beauchman, EVP General Counsel (Jihad@49ers.com)

ManCo

4900 Marie P DeBartolo Way
Santa Clara, CA 95054

Attention: Legal Affairs

Jihad Beauchman, EVP General Counsel (Jihad@49ers.com)

9.2. Assignment. This Agreement may not be assigned without prior written approval of all Parties, each acting in their sole discretion. Any purported assignment in violation of this Section is void.

9.3. Fees and Taxes. The City is not responsible for and will not waive any transit occupancy, income, gross receipts, payroll, franchise, sales and use, admission, or amusement taxes that may be imposed on the NFL, its affiliates, the Teams, or the BAHC with respect to the Super Bowl events to be held in the City. City is not responsible to reimburse the NFL, its affiliates, the Teams, or the BAHC for any such taxes.

9.4. Waivers/Modifications. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the Party against whom such waiver or modification is sought to be enforced, and the Parties hereto have provided any contractually notice of such waiver or modification.

9.5. Capitalized Terms. Capitalized terms not defined herein shall have the meaning as set forth in the Stadium Lease Agreement.

9.6. Counterparts. For the purpose for facilitating the execution of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute and be one and the same instrument. Delivery of executed signature pages by facsimile transmission or by scanned pages sent by electronic mail shall constitute effective and binding execution and delivery thereof.

9.7. Integration Clause. This Agreement represents the entire agreement among the Parties. No other understanding, agreements, conversations, or otherwise, with any representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

[NEXT PAGE IS SIGNATURE PAGE]

CONFIDENTIAL

[SIGNATURE PAGE]

SUPER BOWL LX LEAGUE EVENT AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

BAHC:

BAY AREA HOST COMMITTEE
a California nonprofit mutual benefit corporation

By: _____
Name: Zaileen Janmohamed
Title: CEO

STADCO:

FORTY NINERS SC STADIUM COMPANY LLC,
a Delaware limited liability company

By: _____
Name:
Title:

MANCO:

FORTY NINERS MANAGEMENT COMPANY LLC,
a Delaware limited liability company

By:
Name:
Title:

STADIUM AUTHORITY:

SANTA CLARA STADIUM AUTHORITY, a
California joint powers authority

By: _____
Name: Jovan D. Grogan
Title: Executive Director

CITY:

CITY OF SANTA CLARA, a chartered municipal
corporation

By: _____
Name: Jovan D. Grogan
Title: City Manager

APPROVED AS TO FORM

By: _____
Glen R. Googins, City Attorney

By: _____
Glen R. Googins, Authority Counsel

EXHIBIT A

[Qualified Event Expense Definitions]

“Event Planning and Training Expenses” means, subject to the terms of this Agreement, actual and reasonable police, fire, public works, emergency operations and other City/Stadium Authority staff costs and out of pocket expenses incurred in connection with the planning, coordination, and preparations for the City/Stadium Authority’s provision of Super Bowl Services. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates applicable to NFL Events, (2) actual and documented amounts paid to third parties, and (3) unreimbursed out of pocket costs, including off-site training costs, subject to the provisions of Section 3.3.5 hereof. Event Planning and Training Expenses activities shall include, without limitation (a) operational planning and training in focus areas including but not limited to: counter-terrorism, public safety event staffing, site security, multi-agency coordination, explosive ordinance devices (EOD), tactical, traffic, parking, civil disturbances, crowd management, outside special events, escorts, transit, community safety, hazardous materials, emergency medical services, fire prevention, fire suppression, public health, emergency management, search and rescue, interoperability, cyber security, public information dissemination, credentialing, visiting public safety officials, criminal enterprise, crisis management, dignitaries, aviation, intelligence, human trafficking, critical infrastructure protection, and (b) such other activities or costs determined by City/Stadium Authority staff to be necessary to (i) support the preparation of the Super Bowl Services Master Plan, and its various components, including the SBLX Public Safety Plan contemplated by Section 2.2.2 of this Agreement, and (ii) assure City/Stadium Authority staff and strategic partner readiness to execute that plan.

“Actual Event Costs” means, subject to the terms of this Agreement, actual and reasonable police, fire, public works, emergency operations and other City/Stadium Authority staff costs and out of pocket expenses incurred in connection with the actual provision of Super Bowl Services in accordance with the final Super Bowl Services Master Plan and its component parts, including the SBLX Public Safety Plan prepared in accordance with the terms of Section 2.2.2 of this Agreement. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates for NFL Events (currently, 1.5 times City-standard full cost recovery rates for police officers and under negotiation with fire personnel), (2) actual and documented amounts paid to third parties for contracted services, and (3) unreimbursed out of pocket costs. Actual Event Expenses activities or costs shall include, without limitation (a) public safety and security personnel deployment in focus areas including but not limited to: operational command, counter-terrorism, law enforcement, interior and exterior operations, logistics, custody and jail operations, explosive ordnance disposal, tactical operations, traffic control, parking, civil disturbances, crowd management, escorts, transit safety, community safety, hazardous materials, emergency medical services, fire prevention, fire suppression, public health, emergency management, search and rescue, interoperability, cyber security, public information dissemination, credentialing, crisis management, unique security requirements for high-risk attendees, aviation, unmanned aerial systems, intelligence, human trafficking, multi-agency coordination, critical infrastructure protection, and (b) such other activities or costs deemed necessary by City/Stadium Authority to execute the final Super Bowl Services Master Plan, including the SBLX Public Safety Plan contemplated by Section 2.2.2 of this Agreement.

EXHIBIT B

Preliminary Qualified Event Cost Estimate

NOTE: Still Under Development/Review.

Total Cost Estimate		
<u>Category</u>	<u>Percent</u>	<u>Amount</u>
Planning	12%	\$753,469
Training	1%	\$43,507
Equipment	8%	\$478,921
Event Deployment	80%	\$5,027,015
Total		\$6,302,912

EXHIBIT C

Reimbursement Request for [MONTH] [YEAR]

Pursuant to that certain League Event Agreement dated effective as of ___, 2025, City hereby request BAHC to reimbursement the Eligible Costs set forth below:

REQUEST DATE	REIMBURSEMENT REQUEST AMOUNT	AMOUNT PREVIOUSLY FUNDED ⁽¹⁾	BALANCE REMAINING ⁽²⁾

ELIGIBLE COST CATEGORY	AMOUNT REQUESTED	NOTES

Attached hereto is the backup, detail and support required per Section 3.3.1 of the Agreement. For staff time, back up detail shall include the following: (a) [name and] title of staff member; (b) date(s) work performed; and (c) hours worked (recorded in .25 of an hour/15 minute increments).

City:

By: _____

Name:

Title:

⁽¹⁾ These amounts have been previously requested/invoiced by the City.

⁽²⁾ Balance remaining assumes all invoices have been approved by BAHC.

CONFIDENTIAL



Agenda Report

25-872

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Action on Approval of (1) Second Amendment to the City Attorney Employment Agreement, and (2) Resolution Approving and Adopting the Updated Salary Plan that includes the Classification of City Attorney

BACKGROUND

The City Attorney, Glen R. Googins, has been employed by the City of Santa Clara since March 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was \$345,000 per year. On December 3, 2024, the City Council approved Amendment No. 1 to the Employment Agreement that adjusted his annual base salary by 3.25% retractive to March 1, 2024, resulting in a new salary of \$356,212.50. The cost-of-living adjustment was for a 12-month rating period.

For the 2024 rating period, a facilitator was retained to assist with the performance evaluation process. Upon completion of the performance evaluation, a sub-committee comprised of three Councilmembers was formed to review the compensation for the City Attorney. As part of this review process, the Human Resources Department provided a total compensation survey which included ten other agencies in the Bay Area; wage history information for the classification of City Attorney for the surveyed agencies, population size, number of budgeted positions, and organization structure in the City Attorney's Office and for the agency's surveyed; wage history information for the classification of City Attorney in the City of Santa Clara; year-over-year Consumer Price Index; and wage increases provided to classifications represented by the Unclassified Management bargaining unit. The sub-committee discussed the compensation with the City Council in Closed Session on July 15, 2025, and August 19, 2025.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

DISCUSSION

Based upon City Council direction from Closed Session on August 19, 2025, the proposed Amendment No. 2 to the Employment Agreement provides for the following changes to the City Attorney compensation:

- (1) a statement of the new salary level of \$370,461.12 (reflecting 4% wage increase), retroactive to March 1, 2025;
- (2) aligning healthcare benefits to the Unit 9 MOU effective January 1, 2025, and on an ongoing basis;
- (3) deferred compensation benefits of \$300/month consistent with the Unit 9 MOU, effective as of January 1, 2025;

- (4) modifying the performance appraisal process, which includes an automatic salary increase of 2% or applicable most recent one-year CPI, whichever is less, if the performance appraisal process is not completed on or before May 31st.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body.

The City Council previously approved unclassified salary plans with revisions to other classifications effective July 1, 2025 and August 3, 2025. The salary plan included with this item includes the new salary for the position of City Attorney and those changes/additions to other classifications that were previously approved by the City Council. The attached Resolution approves the updated salary plan for the classification of City Attorney.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City Attorney's current base salary is \$356,212.50. The updated base salary under proposed Amendment No. 2 of \$370,461.12 will result in an annual increase of \$14,248.50. The ongoing annual cost of the employer deferred compensation contribution of \$300/monthly is \$3,600. The annual cost of the healthcare enhancement is \$4,745, which shall be credited to the Employee retroactive to January 1, 2025. If the corresponding lump sum retroactive payments are made during the August 31st pay period for wages and deferred compensation, the amount of such payment(s) will be \$7,672.27 and \$2,400 respectively.

Estimated total annual compensation is approximately \$564,000. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26. Adjustments to factor in the higher base salary costs will be included during the budget cycle.

COORDINATION

This report has been coordinated with the Finance and Human Resources Departments.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve modifications to the compensation package for the City Attorney, including (A) a cost-of-living salary adjustment for City Attorney of 4.0% retroactive to March 1, 2025, resulting in a new annual salary of \$370,461.12, (B) employer contribution to the employee's deferred compensation plan in the amount of \$300/month retroactive to January 1, 2025, (C) increase to the employer contribution for healthcare to align with the Unit 9 MOU, and (D) modification of the performance appraisal process;
2. Approve, and authorize the Mayor to sign, Amendment No. 2. to the Employment Agreement with City Attorney Glen R. Googins;
3. Adopt a Resolution updating the Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025.

Reviewed by: Aracely Azevedo, Assistant City Manager

Approved by: Lisa M. Gillmor, Mayor

ATTACHMENTS

1. Employment Agreement between the City of Santa and Glen R. Googins
2. Amendment No. 1 to Employment Agreement between the City of Santa Clara and Glen R. Googins
3. Amendment No. 2 to Employment Agreement between the City of Santa Clara and Glen R. Googins
4. Resolution Approving and Adopting Updated Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025
5. Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GLEN R. GOOGINS**

This EMPLOYMENT AGREEMENT is made by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee") as of January 10, 2023.

RECITALS

This Agreement is entered into on the basis of the following facts, among others:

- A. City, acting with the approval of its duly elected City Council, desires to appoint and employ Glen R. Googins as its City Attorney, including positions connected with the City's related entities such as the Stadium Authority, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter of the City of Santa Clara (the "Charter").
- B. The Charter provides, among other things, that the City Attorney shall be appointed by, and serve at the pleasure of the City Council.
- C. Employee desires to be employed by the City as its City Attorney, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter.
- D. City and Employee desire to establish specific terms and conditions relating to compensation, including salary and benefits, performance evaluations and related matters.

AGREEMENT PROVISIONS

BASED UPON THE FOREGOING, CITY AND EMPLOYEE AGREE AS FOLLOWS:

- 1. Employment. City Council appoints and employs Employee as City Attorney with the City of Santa Clara and Employee accepts the appointment and employment. Employee acknowledges and agrees that as City Attorney, Employee serves in an at-will capacity, serving at the pleasure of the City, with no expectation of continued employment, and with no right to pre-or-post-separation due process or appeal. Such appointment and employment shall be effective on March 1, 2023 and shall continue until such time as this Agreement is terminated in a manner specified herein.
- 2. Duties of the City Attorney. Employee shall perform the duties established for the City Attorney by the Charter, Santa Clara City Code, City Council and any applicable law, ordinance, resolution, rule or regulation including as reflected in the description of duties

for the City Attorney position, attached hereto as Exhibit E and hereby incorporated by reference.

- 2.1. Full Energy and Skill. Employee shall devote their full energy, skill, ability, and productive time to the performance of the “Duties of the City Attorney” referenced herein.
- 2.2. Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the “Duties of the City Attorney” described herein. Employee acknowledges that they are subject to the various conflict of interest requirements found in the California Government Code and other applicable state and local policies and regulations concerning conflicts of interest.
- 2.3. Code of Ethics and Values. Employee shall adhere to the City of Santa Clara’s Code of Ethics and Values, a copy of which is attached as Exhibit A and incorporated herein.
- 2.4. Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the City Council.
 - (a) Professional Activities. During Employee’s appointment as City Attorney, they are expressly authorized to participate in professional activities, including but not limited to meetings, conferences and other events conducted or sponsored by any professional organizations related to their work responsibilities as City Attorney provided that their ability to perform the “Duties of the City Attorney” described herein is not compromised. Employee shall be paid regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with City policy applicable to other Council-appointed officers. Subject to annual appropriation and any limitations in the City travel policy attached hereto as Exhibit D (City Manager’s Directive 028 Travel Policy), Employee is entitled to reimbursement for the actual costs of the following expense categories that they incur as a result of the Professional Activities authorized in this section: membership fees, airfare, rental car (if necessary), conference fees and lodging, in accordance with the City’s policy. To the extent this policy vests authority to an employee’s supervisor, the City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member designated by City Council.

- 2.5. Employee shall inform and receive advance written permission by e-mail from the Mayor or other council member designated by the City Council in advance of absences of more than one day related to such Professional Activities.
3. Compensation. While performing the duties of City Attorney, Employee shall be compensated as provided in this section.
 - 3.1. Salary. Employee shall receive an annual salary of Three Hundred Forty-Five Thousand Dollars (\$345,000), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.
 - 3.2. Adjustments. Following completion of the annual performance appraisal, as described in Section 4 below, the City Council shall meet with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account any cost of living adjustments, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.
 - 3.3. Benefits and Allowances.
 - (b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of March 1, 2023. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member designated by City Council.
 - i. Section 2 – California Public Employees' Retirement System
 - ii. Section 4 -- Holidays
 - iii. Section 6 – Vacation Accrual and Usage
 - iv. Section 7 – Health Insurance
 - v. Section 8 – Dental Insurance
 - vi. Section 9 – Vision Insurance
 - vii. Section 10 – Long Term Disability
 - viii. Section 11 – Life Insurance
 - ix. Section 12 – Automobile Allowance
 - x. Section 13 – Mobile Communication Device Allowance
 - xi. Section 16 – Sick Leave/Family Sick Leave/Personal Leave

- xii. Section 17 – Bereavement Leave
- xiii. Section 19 – Retiree Medical Reimbursement Benefit
- xiv. Section 24 – Industrial Injury/Continuation of Insurance Benefits While on Workers' Compensation
- xv. Section 25 – Management Leave Program
- xvi. Section 26 – Flexible Spending Plan

- (c) In the event a successor MOU includes a change to the benefits, the City Council shall, in its discretion, determine to the extent to which such changes are applicable to Employee.
- (d) Entitlement to any and all benefits provided under this Subsection 3.3 shall cease immediately upon termination of employment, excluding health benefits provided as Severance pursuant to Subsection 6.2.
- (e) Employee shall not provide substantive advice concerning any terms in a successor Unit 9 MOU. To the extent the City requires legal advice regarding the same, the City will retain outside counsel for such advice.
- (f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU is attached as Exhibit B and the provisions enumerated in Subsection 3.3(a) are incorporated herein. The Side Letters executed between the City and Unit 9 regarding Amendment to the December 15, 2019 – December 30, 2024 Memorandum of Understanding (MOU) dated September 8, 2022 and Use of Compensatory Time Off (CTO) dated November 4, 2020 are not applicable to Employee.

3.4. Vacation. MOU Section 6 shall govern the terms and conditions related to Employee's use of vacation during their tenure with the City, unless expressly stated otherwise in this Agreement. Section 6, subsection (E) of the MOU [Maximum Vacation Accrual Limit] is not applicable to Employee.

- (a) Employee shall be permitted and eligible to take vacation from their first day of employment with City, subject to written approval by email from the Mayor. This term expressly supersedes Section 6(A) of the MOU.
- (b) Effective the first day of employment, Employee will have a vacation bank of 120 hours.
- (c) Employee shall accrue vacation at the rate specified in Section 6 of the Unit 9 MOU as of March 1, 2023 for employees with twenty-one (21) or more years of service, and shall be subject to a maximum accrual equal to that of employees with twenty-one (21) or more years of service. In the event a successor MOU includes a change to the specified accrual rate, the City Council shall, in its discretion, determine the extent to which such change applies to Employee.

- (d) Employee shall seek and obtain advanced approval from the Mayor or other council member designated by City Council for all vacation time.
- 3.5. Sick Leave. MOU Section 16 [Sick Leave/Family Sick Leave/Personal Leave] shall govern the terms and conditions related to Employee's use of such leaves during their tenure with the City, unless expressly stated otherwise in this Agreement. Effective the first day of employment, Employee will have a sick-leave bank of 120 hours.
- 3.6. Management Leave. MOU Section 25 [Management Leave] shall govern the terms and conditions related to Employee's use of management leave during their tenure with the City, unless expressly stated otherwise in this Agreement. Employee shall not be entitled to management leave until their one-year anniversary date of employment, at which time they will be credited 120 hours in their management leave bank. This term expressly supersedes subsections (A) and (B) of Section 25 of the MOU.
- 3.7. Relocation Assistance. Employee shall receive relocation assistance in the form of a one-time cash payment of Fifteen Thousand Dollars (\$15,000), less applicable deductions, from the City as reimbursement of certain expenses incurred by Employee in relocating to a location within reasonable commuting distance from City Hall in the City of Santa Clara. Such amount shall be due and payable by on or before March 1, 2023.
- 3.8. Professional Membership Dues. The City shall annually set aside an amount for Employee's membership dues to the California State Bar, and the Santa Clara County Bar Association.
- 3.9. Past Practices. No past practices or benefits previously provided to the City Attorney position or past practices or benefits provided to any other City position shall be applicable unless specifically incorporated and approved in this agreement.
- 4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more regularly if necessary.
- 5. Additional Expenses of Employment. The City shall pay the costs of any fidelity or other bonds required by law for Employee.
- 6. Termination, Resignation and Severance Pay. Employee understands and agrees that they have no constitutionally protected property or other interest in continued employment as City Attorney. Employee understands that notwithstanding any other applicable laws, resolutions, and policies, they have no right to pre-or post-disciplinary due process. Employee further understands and agrees that they work at the will and pleasure of the City Council and that they may be terminated at any time, with or without cause.
 - 6.1. City and Employee acknowledge that an excellent City Council-Employee relationship is in the best interest of the City and accordingly each agrees to use

best efforts to foster timely and constructive City Council-Employee communications.

- 6.2. Termination of Employment and This Agreement: General Release/Severance. Subject to the terms of California Government Code section 53260 et seq., in the event that the City Council terminates Employee's employment as City Attorney for no reason or for any reason other than as set forth in Subsections 6.3 and 6.8 below and Employee signs, does not revoke, and delivers to the City Council a general and full release of all claims substantially in the form attached as Exhibit C (Severance and Release Agreement), which may be amended as required by law to effectuate a full and complete release, on or after Employee's termination date but no later than the date set by the City Council at the time of termination in accordance with applicable law, City shall allow Employee to continue to receive their usual base salary through payroll and shall provide health benefits (medical, dental, and vision) continuing under the benefit plans in which Employee and their dependents are then enrolled for a period of months following the below schedule (the cash payment and continuing benefits, collectively "Severance"). Severance shall include only the cash payment and continuing benefits defined in this Subsection 6.2. Health benefits so provided shall not exceed the stated term and shall cease when the Employee finds other employment, whichever occurs first. City shall pay Severance under the following schedule:
- (a) If Employee is terminated before August 31, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for three (3) months and shall provide an equal number of months of health benefits (medical, dental, and vision).
 - (b) If Employee is terminated between September 1, 2023 and November 30, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for six (6) months and shall provide an equal number of months of health benefits (medical, dental, and vision).
 - (c) If Employee is terminated after December 1, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for nine (9) months and shall provide an equal number of months of health benefits (medical, dental, and vision).
- 6.3. Notwithstanding Subsection 6.2 above, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 if Employee is terminated because of:
- (a) Conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, dishonesty, breach of trust, or unethical conduct;
 - (b) Material willful misconduct, material or willful gross neglect, fraud, misappropriation, embezzlement, theft, or dishonesty;
 - (c) Willful or repeated failure, for reasons other than disability, to devote substantially all of Employee's business time and effort to the City;

- (d) Violation of the City's Code of Ethics and Values (Exhibit A) and/or the California Rules of Professional Conduct.

6.4. Abuse of Office or Position. If Employee is convicted of a crime involving an abuse of their office or position or moral turpitude, all of the following shall apply:

- (a) If Employee is provided with paid administrative leave pending an investigation, Employee shall be required to fully reimburse City such amounts paid;
- (b) If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid; and
- (c) If this Agreement is terminated, any Severance related to the termination that Employee may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Employee.

For purposes of this Section, abuse of office or position means either an abuse of public authority, including waste, fraud, misappropriation of funds, or other illegal fiscal practices, violation of the law under color of authority, or a crime against public justice.

- 6.5. City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 in the event Employee retires or voluntarily resigns in writing prior to termination without affirmative action by City to terminate, initiate termination proceedings or request Employee's resignation.
- 6.6. In the event Employee voluntarily and without an official request from the majority of the City Council retires or resigns their position, Employee shall provide written notice to City at least sixty (60) days in advance of the Employee's final date of employment unless the parties agree otherwise. Such resignation shall not be deemed a termination that triggers payment of Severance benefits described in Subsection 6.2. Employee shall be entitled only to earned but unpaid Base Salary, accrued but unpaid expenses required to be reimbursed, and any vacation accrued through the date of separation from employment. Employee shall not be entitled to any severance benefits in the event of voluntary separation from employment.
- 6.7. If, during the Term or any extended Term, Employee dies, Employee's estate shall receive outstanding wages and accrued vacation but shall not be entitled to any additional compensation or payment, including Severance.
- 6.8. Subject to the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, in the event Employee is unable to perform the duties of City Attorney, because of sickness, accident, injury, or mental or physical incapacity for a period exceeding any provided sick leave pursuant to this Agreement or other legally mandated leave, City may terminate Employee's employment and this Agreement without penalty or Severance.

7. Miscellaneous.

7.1. Indemnity. In accordance with and to the extent provided by the California Tort Claims Act (Government Code Sections 825, et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by the Employee in direct consequence of the discharge of the Employee's duties on the City's behalf for the period of the Employee's employment. This section shall be equally applicable to each City related entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related entity and shall indemnify and hold the Employee harmless against any failure or refusal by the City related entity to perform its obligations under this Section. Further, if the City provides funds for legal criminal defense pursuant to this subsection and the terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4. This subsection shall survive termination of the Agreement.

7.2. Notices. Notices given under this Agreement shall be in writing and shall be either:

- (a) served personally; or
- (b) delivered by first class United States mail, certified, with postage prepaid and a return receipt requested; or
- (c) sent by Federal Express, or some equivalent private mail delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

For City: Attention: Mayor
 City of Santa Clara
 1500 Warburton Avenue
 Santa Clara, CA 95050

For Employee: Glen Googins
 1405 Old Janal Ranch Road
 Chula Vista, CA, 91915

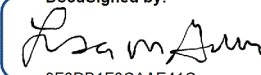
7.3. Recitals/Entire Agreement/Amendment. The foregoing Recitals are true and correct and are a part of this Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements,

representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties, approved by the City Council, and attached hereto.

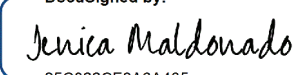
- 7.4. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.
- 7.5. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.
- 7.6. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- 7.7. Representation by Counsel. Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.
- 7.8. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents or any such section or subsection.

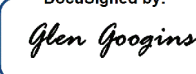
The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

DocuSigned by:

0F8DB1F0CAAE41C...
LISA M. GILLMOR
Mayor

APPROVED AS TO FORM:

DocuSigned by:

25C022CF6A6A485...
JENICA MALDONADO
Renne Public Law Group

DocuSigned by:

D5478A0100BF4D3...
GLEN R. GOOGINS
Employee

ATTEST:

DocuSigned by:

FAF9B0D5EFD14FA...
NORA PIMENTEL
City Clerk

Attachments incorporated by reference:

- Exhibit A - City of Santa Clara's Code of Ethics and Values
- Exhibit B - Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding
- Exhibit C - Severance and Release Agreement
- Exhibit D - City Manager's Directive 028 Travel Policy
- Exhibit E – Description of Duties for City Attorney

EXHIBIT A

City of Santa Clara's Code of Ethics and Values



City of Santa Clara, CA

Code of Ethics and Values



PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. As a Representative of the City of Santa Clara, I will be *ethical*.

In practice, this value looks like:

- a.) I am trustworthy, acting with the utmost integrity and moral courage.
- b.) I am truthful, do what I say I will do, and am dependable.
- c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- f.) I show respect for persons, confidences, and information designated as "confidential."
- g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. As a Representative of the City of Santa Clara, I will be *professional*.

In practice, this value looks like:

- a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b.) I approach my job and work-related relationships with a positive attitude.
- c.) I keep my professional knowledge and skills current and growing.

3. As a Representative of the City of Santa Clara, I will be *service-oriented*.

In practice, this value looks like:

- a.) I provide friendly, receptive, courteous service to everyone.
- b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.

Attachment A**CMD NUMBER 67**

c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. As a Representative of the City of Santa Clara, I will be *fiscally responsible*

In practice, this value looks like:

- a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. As a Representative of the City of Santa Clara, I will be *organized*.

In practice, this value looks like:

- a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c.) I am respectful of established City processes and guidelines.

6. As a Representative of the City of Santa Clara, I will be *communicative*.

In practice, this value looks like:

- a.) I convey the City's care for and commitment to its citizens.
- b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a Representative of the City of Santa Clara, I will be *collaborative*.

In practice, this value looks like:

- a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b.) I work towards consensus building and gain value from diverse opinions.
- c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. As a Representative of the City of Santa Clara, I will be *progressive*.

In practice, this value looks like:

- a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Attachment A

CMD NUMBER 67

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

EXHIBIT B

Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**MISCELLANEOUS UNCLASSIFIED
MANAGEMENT EMPLOYEES
UNIT 9**



DECEMBER 15, 2019 - DECEMBER 31, 2024

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

Table of Contents

1. WAGE ADJUSTMENTS	4
2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	<u>5</u>
3. APPLICATION OF MOU TO REIMBURSED SERVICES	<u>5</u>
4. HOLIDAYS	<u>5</u>
5. JOB SECURITY	<u>6</u>
6. VACATION ACCRUAL AND USAGE	<u>6</u>
7. HEALTH INSURANCE	<u>7</u>
8. DENTAL INSURANCE	<u>11</u>
9. VISION INSURANCE	<u>11</u>
10. LONG TERM DISABILITY	<u>12</u>
11. LIFE INSURANCE	<u>12</u>
12. AUTOMOBILE ALLOWANCE	<u>12</u>
13. MOBILE COMMUNICATION DEVICE ALLOWANCE	<u>13</u>
14. MERIT PAY/SALARY ADJUSTMENT SYSTEM	<u>13</u>
15. EMERGENCY PAID LEAVE PROGRAM	<u>15</u>
16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE	<u>16</u>
17. BEREAVEMENT LEAVE	<u>17</u>
18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)	<u>18</u>
19. RETIREE MEDICAL REIMBURSEMENT BENEFIT	<u>18</u>
20. EMPLOYEE ASSISTANCE PROGRAM	<u>18</u>
21. CHANGES TO JOB DESCRIPTIONS	<u>19</u>
22. LIMITED/ALTERNATIVE DUTY	<u>19</u>
23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM	<u>20</u>
24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION	<u>21</u>
25. MANAGEMENT LEAVE PROGRAM	<u>21</u>
26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)	<u>22</u>
27. DOMESTIC PARTNERS	<u>22</u>
28. PAY PERIODS	<u>23</u>
30. DECLARATION	<u>23</u>
31. NEXT MEMORANDUM OF UNDERSTANDING	<u>23</u>
APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM	<u>25</u>
SIDE LETTER AGREEMENT - USE OF COMPENSATORY TIME OFF (CTO)	

*MEMORANDUM OF UNDERSTANDING — UNIT #9 (2019-2024)***Alphabetical Table of Contents**

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM	25
APPLICATION OF MOU TO REIMBURSED SERVICES	5
AUTOMOBILE ALLOWANCE	12
BEREAVEMENT LEAVE	17
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	5
CHANGES TO JOB DESCRIPTIONS	19
DENTAL INSURANCE	11
DECLARATION	23
DOMESTIC PARTNERS	22
EMERGENCY PAID LEAVE PROGRAM	15
EMPLOYEE ASSISTANCE PROGRAM	18
FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)	22
HEALTH INSURANCE	7
HOLIDAYS	5
INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION	21
JOB SECURITY	6
LIFE INSURANCE	12
LIMITED/ALTERNATIVE DUTY	19
LONG TERM DISABILITY	12
MANAGEMENT LEAVE PROGRAM	21
MERIT PAY/SALARY ADJUSTMENT SYSTEM	13
MOBILE COMMUNICATION DEVICE ALLOWANCE	13
NEXT MEMORANDUM OF UNDERSTANDING	23
PAY PERIODS	23
REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM	20
RETIREE MEDICAL REIMBURSEMENT BENEFIT	18
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE	16
VACATION ACCRUAL AND USAGE	6
VISION INSURANCE	11
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)	18
WAGE ADJUSTMENTS	4

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 15, 2019 through December 31, 2024.

1. WAGE ADJUSTMENTS

- A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.
- B. Effective the first pay period of calendar year 2021, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.
- C. Effective the first pay period of calendar year 2022, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 4.5%.
- D. Effective the first pay period of calendar year 2023, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.
- E. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.
- F. During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:
 - 1) The total annual calendar year General Fund Transient Occupancy Tax (or "TOT") revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City's actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR
 - 2) Forecasted General Fund deficits remain above \$20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.

The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.

- G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

3. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

4. HOLIDAYS

- A. Employees shall be provided 13 annual paid holidays (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.
- B. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year,

the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

5. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

6. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first 6 months of regular employment.
- B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.
- C. Accrued vacation time will be paid off regardless of term of employment.
- D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

- E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.
 - 1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 6.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual

Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).

- 2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.
- 3) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:
 - (a) Effective December 25, 2022, all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.
 - (i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400
Hours that can be accrued in calendar year 2023	80
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

- (b) The Temporary Supplemental Vacation Accrual balance may not be increased.
- (c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.
- (d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by

submitting a written request no later than 30 days prior to their separation from City service.

- (e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.
 - (f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.
 - (g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.
- F. Vacation may be used in one-tenth (1/10th) hour increments.
- G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.
- H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.
- I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

7. HEALTH INSURANCE

- A. For employees who enroll in a City offered health plan and whose benefits exceed the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.
- B. Health Flex Contribution
- 1) The City offers full-time employees a Health Flex Contribution to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City's offered

coverage is “affordable.” The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City’s statutorily required minimum PEMHCA contribution.¹

- 2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

C. Additional Health Flex Contribution

- 1) Full-time employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.
- 2) Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.
- 3) Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.²
- 4) Effective January 1, 2023, full-time employees:
 - (a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The City will provide an Additional Health Flex Contribution amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.
 - (b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount

¹ As an example, for 2020, the PEMHCA minimum is approximately \$139/month and the Health Flex Contribution is \$139.00/month, which includes the PEMHCA minimum of \$139/month.

² As an example, for 2020, the Additional Health Flex Contribution is approximately \$23.70/month to these individuals since \$200 over the Kaiser employee only premium amount in 2020 is approximately \$970.56/month.

is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.

D. Regular Flex Contribution

- 1) The City will provide full-time employees a Regular Flex Contribution equal to \$946.86 less the Health Flex Contribution.³ Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 7.E. below.
- 2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.

E. Cash In Lieu

- 1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to \$946.86 minus the Regular Flex Contribution as calculated each calendar year.⁴ A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.
- 2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to \$250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.
- 3) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.
 - (a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or

³ As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately \$807.86/month.

⁴ As an example, for 2020, the Cash in Lieu amount is approximately \$139.00/month for employees who are regularly scheduled to work 40 hours per week.

years that begin or end in or with the City's plan year to which the opt out applies.

- (b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- (c) Opt Out Period means the plan year to which the opt out arrangement applies.
- (d) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.
- (e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
- (f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

F. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

G. Proration of Benefits:

For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

8. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

9. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums

described in this paragraph.

10. LONG TERM DISABILITY

The City will continue to pay the cost of a long term disability insurance program. The LTD plan will have a maximum 60 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

11. LIFE INSURANCE

The City will pay the required premium for life insurance for represented employees in the amount of \$50,000.

12. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

- A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of \$320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of \$200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.
- B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of \$200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of \$300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.
- C. Effective December 27, 2020 (the first pay period of calendar year 2021), the base monthly automobile allowance shall be paid on the first 2 pay periods of every month.
- D. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.
- E. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City

business.

- F. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.
- G. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.
- H. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.
- I. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

13. MOBILE COMMUNICATION DEVICE ALLOWANCE

Mobile communication device allowance of \$80.00 per month for eligible classifications.

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager, subject to Section 14.G below. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9 employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments, subject to Section 14.G below, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.
- C. Merit pay adjustments shall range from 0 to 5%. However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.
- D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.
 - 1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.
 - 2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.

- 3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).
- E. subject to Section 14.G below , the City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.
 - F. The City and Unit 9 may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.
 - G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.
- 1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.
 - (a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion or reclassification.
 - (b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.
 - (c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.

15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

- 1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).
- 2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.
- 3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.
- 4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.
- 5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.
- 6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. Use of Pool

- 1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the

individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

- 2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.
- 3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.
- 4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).
- 5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.
- 6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.
- 7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. Sick Leave

- 1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. Family Sick Leave

- 1) Not more than forty-eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is

approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. Personal Leave

- 1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
- 2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.
- 3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.
- 5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

17. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).
- B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.
- C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

- A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City contributes \$50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be included on total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.
- B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for nonmedical purposes.

19. RETIREE MEDICAL REIMBURSEMENT BENEFIT

- A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to \$343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.
- B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.
- C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

20. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees.

21. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

22. LIMITED/ALTERNATIVE DUTY

A. Alternate Work Schedule (Nine-Eighty Schedule)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. Job Related Illness or Injury

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

- 1) Supervisors shall be advised of any industrial injury/illness as soon as practical.
- 2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.
- 3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. Non Job Related Illness, Injury or Condition

Employees who have a non-job related illness, injury or condition which

prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

- 1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.
- 2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.
- 3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. Work Week

Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. Temporary Assignment

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. Law to Prevail

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM

A. Employee Participation

Employee participation in this plan is with the City's understanding and agreement that employee participation is temporary and participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. Reduced Work Week/Reduced Pay

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

- 1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.
- 2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

- A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.
- B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.
- C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

25. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

- A. Effective January 1 of each year, represented employees will be credited with 120 hours of Management Leave per calendar year.
- B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 120 hours of Management Leave. New hires or

employees promoted into Unit 9 between July 1 and December 31 will be credited with 60 hours of Management Leave.

- C. Use of Management Leave is subject to approval by the applicable Department Head, or the City Manager or his/her designee in the case of a Department Head request, taking into account the relevant circumstances including work/Department needs, staffing limitations, conflicts, timing of request, etc.
- D. Management Leave may not be converted to cash or other paid time off.
- E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than a balance of 180 hours of management leave, subject to Section 25.E.1-4 below. (Thus, and for example, an employee that already has 180 hours of management leave on January 1 would not receive any further management leave. An employee that already has 100 hours of management leave on January 1 would "only" receive an additional 80 hours. An employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.)
 - 1) For calendar year 2021, an employee may have up to a balance of 240 hours of management leave.
 - 2) For calendar year 2022, an employee may have up to a balance of 240 hours of management leave.
 - 3) For calendar year 2023, an employee may have up to a balance of 240 hours of management leave.
 - 4) For calendar year 2024, an employee may have up to a balance of 240 hours of management leave.
 - 5) Effective the first pay period of calendar year 2025, the terms of Section 25.E above shall apply, and an employee may have no more than a balance of 180 hours of management leave.

26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pretax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

27. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents

and domestic partners, subject to the requirements of each benefit provider.

28. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

29. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

30. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than January 31, 2024.

FOR THE CITY OF SANTA CLARA

Aracely Azevedo Digitally signed by Aracely Azevedo
Date: 2021.01.06 10:07:14 -08'00'

Aracely Azevedo
Director of Human Resources
Date: _____

Marco Mercado Digitally signed by Marco Mercado
Date: 2021.01.08 09:12:31 -08'00'

Marco Mercado
Assistant Director of Human Resources
Date: _____

Ashley Lancaster Digitally signed by Ashley Lancaster
Date: 2021.01.06 12:38:57 -08'00'

Ashley Lancaster
Human Resources Division Manager
Date: _____

FOR THE CITY OF SANTA CLARA
MISCELLANEOUS UNCLASSIFIED
EMPLOYEES

Chris Jackson Digitally signed by Chris Jackson
Date: 2020.12.16 12:55:47 -08'00'

Chris Jackson
President
Date: _____

craig johnson Digitally signed by craig johnson
DN: C=US, E=cjohnson@santacleara.gov, O=City of
Santa Clara, OU=Building Division, CN=craig johnson
Date: 2020.12.16 15:07:37 -08'00'

Craig Johnson
Vice President
Date: _____

Carolyn McDowell Digitally signed by Carolyn McDowell
Date: 2020.12.16 13:31:18 -08'00'

Carolyn McDowell
Treasurer
Date: _____

Lee Hagan Digitally signed by Lee Hagan
Date: 2020.12.17 12:57:37 -08'00'

Lee Hagan
Secretary
Date: _____

APPROVED: Deanna J. Santana Digitally signed by Deanna J. Santana
Date: 2021.01.15 11:08:29 -08'00'
Deanna J. Santana
City Manager

Date

APPROVED BY THE CITY COUNCIL ON: November 17, 2020

ATTEST: Nora Pimentel Digitally signed by Nora Pimentel
Date: 2021.01.29 17:10:15 -08'00'
City Clerk

Date

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

City Manager's Office

**Interoffice Memorandum**

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: **Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees**

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is \$80 per month and was effective April 1, 2009.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9 members accessible by phone/data communications at all times. A Unit 9 employee can choose to have a City-issued cell phone, where the City pays for the Unit 9 employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of \$80 per month, whereby the Unit 9 employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9 employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9 employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9 employees may choose to receive an \$80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The \$80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9 employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

Cell Phone Stipend Program for Unit 9 – Miscellaneous Unclassified Management Employees

April 11, 2014

Page 2

situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9 employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of \$40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9 employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend (\$40). The stipend will commence in the first applicable pay period after the Unit 9 employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9 Miscellaneous Management Employees' Association, and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City-Issued Cell Phone Program: A Unit 9 employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9 employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

Cell Phone Stipend Program for Unit 9 – Miscellaneous Unclassified Management Employees
April 11, 2014
Page 3

Opt Out: A Unit 9 Miscellaneous Management employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9 employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9 employees through employee orientation.



Julio Fuentes
City Manager



SmartPhone Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, **you may lose them if you choose to sync with Outlook's contacts and/or Calendar.** Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Android phone.

Add Email Account

1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account**, then **Corporate Sync**.
3. Complete the fields as follows (They may not appear in this exact order.)

Domain\Username: *City or Electric for SVP Employees\username.*

Password: Your current network password

Check **Use secure connection** box.

Email Address:

Your city email address.

Server: *mail.santaclaraca.gov.*

Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

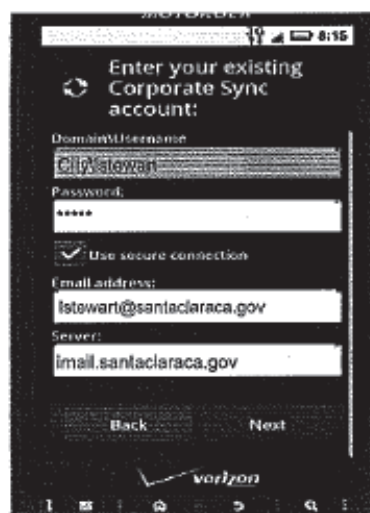
1. Go to **Settings** then choose **Location & Security**.
3. Choose **Change screen lock**, then **PIN**.
4. Enter a new PIN.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security**.
2. Choose **Security Lock Timer**.
3. Increase the time.





SmartPhone iPhone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, you may lose them if you choose to sync with Outlook's contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Add Email Account

1. Choose **Settings** from the iPhone menu.
2. Choose **Mail, Contacts, Calendar**.
3. Choose **Add Account**, then **Microsoft Exchange**.



4. Complete the fields as follows:

Email: your email address.

Domain: *City or Electric* for SVP Employees

Username: Your network login id.

Password: Your current network password

Description: a name that identifies this mail account. You can also set up a personal mail account such as gmail.

5. Click **Next**.

*The screen to the right appears with **Server** field added. It should be: **mail.santaclaraca.gov**.*

6. Choose to turn on **Mail, Contacts, and/or Calendars**.

Exchange

Email: l.stewart@santaclaraca.gov

Server: mail.santaclaraca.gov

Domain: City

Username: l.stewart

Password: *****

Description: CSC email

Exchange

Mail: ☒ ON

Contacts: ☐ OFF

Calendars: ☐ OFF

Change Passcode Options

1. Choose **Settings** from the iPhone menu.
2. Choose **General**, then **Passcode Lock**.
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.



Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Passcode Lock

Change Passcode

Require Passcode: Immediately >

Show SMS Preview: ☒ ON

Erase Data: ☒ ON

Erase all data on this iPhone after 8 failed passcode attempts.

Add Email Account (continued)

7. Choose **Done**.
8. After you choose **ON** for **Contacts** or **Calendars**, you will be prompted to delete or add your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone idle for 5 minutes.





SmartPhone Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the **Programs** menu, choose **ActiveSync**.
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

To sync with a desktop computer, install ActiveSync on your computer and then connect this device.

*If your company supports syncing directly with its Exchange Server you can **set up your device to sync with it**.*

Click the **set up your device to sync with it** link.

This will start the process for connecting your device to the City's exchange server.

Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

If you have already synced your device to another source, choose **Menu, Add Server Source**.

3. In the **Server address** field, type **lmail.santaclaraca.gov**.
4. Check the box for **This server requires an encrypted (SSL) connection**.
5. Click **Next**.



Setup Exchange Server (continued)

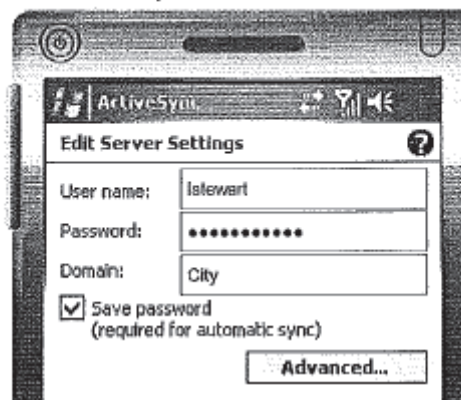
6. Complete the fields as follows:

Username: Your network login id.

Password: Your network password.

Domain: City or Electric for SVP employees.

7. Click the **Save password** check box.



8. Choose **Next**.
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click **Finish**.





ADMINISTRATIVE CODE

CMD NUMBER 116

CITY MANAGER'S DIRECTIVE-PROCEDURE

DATE: March 9, 2009

CANCELS: November 22, 2008

SUBJECT : USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT

- PURPOSE:**
1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City –owned and private devices, including but not limited to Smartphones.
 2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

CMD NUMBER 116

for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

CMD NUMBER 116**DEFINITIONS:**

"City equipment and systems, and City work locations" is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

"City business" includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

"Off-Duty time" includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

"Smartphone" means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY :Department Heads & Supervisors**ACTION**

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user's department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.
2. Understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
3. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation
4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

Page 3 of 6

CMD NUMBER 116

approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).
6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.

All Employees/Users

7. Become informed and comply with the policies of this CMD.
8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.
9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.
10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.
11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

CMD NUMBER 116

12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.
14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.
15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.
16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.
17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.
18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.
19. IT reserves the right to perform a remote wipe of a user's Smartphone,

IT Department:

CMD NUMBER 116

erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

CMD 3 - Overnight Use of City Vehicles
CMD 31 - Transaction of Personal Business During Working Hours
CMD 49 - Membership in Professional Societies and Associations
CMD 78 - Personal Use of City Telephones
City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)

EXHIBIT C

Severance and Release Agreement

SEVERANCE AND RELEASE AGREEMENT

This severance agreement is made and entered into on [REDACTED], by the City of Santa Clara ("City") and Glen Googins ("Mr. Googins"). The City and Mr. Googins may be referred to collectively throughout this agreement as "the Parties." The effective date of this Agreement shall be the date of the signature of the last of the Parties to sign this Agreement.

RECITALS

WHEREAS on or around MONTH__, 2022, [REDACTED] began their employment with the City as the City Attorney;

WHEREAS on or around MONTH__, 2022, the City Council approved an employment agreement ("Employment Agreement") with [REDACTED];

WHEREAS Mr. Googins holds an at-will position under the City Charter, and serves at the pleasure of the City Council;

WHEREAS Sections 1 and 6 of the Employment Agreement permits the City Council to terminate Mr. Googins' employment at any time subject to certain conditions;

WHEREAS the City Council has determined it appropriate to exercise the right under Section 6 of the Employment Agreement to terminate Mr. Googins' employment;

WHEREAS it is the intention of the parties in entering into this Agreement to amicably conclude the Employee's employment relationship with the City effective [REDACTED] (insert date) ("Separation Date") and consistent with the terms of the Employment Agreement; and,

WHEREAS the Parties enter into this Agreement in order to implement Subsection 6.2 of the Employment Agreement and ensure a smooth transition of City leadership.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

TERMS AND CONDITIONS

- Incorporation of Recitals.** The Recitals are incorporated herein by reference as though fully set forth herein.
- Return of Documents.** Mr. Googins agrees and represents that no later than [REDACTED] (insert date), they will return to the City all City property of which they have possession, custody or control, including, but not limited to, computer, electronic and telephonic equipment, as well as all City data and documents whether in hard copy or maintained on any electronic media.
- Non-Disclosure of Confidential Information.** The Parties acknowledge that as City Attorney, Mr. Googins is a high-ranking official and an officer of the City; in that capacity they were and are responsible for, among other things, advising the City Council and all

City department heads in matters of law pertaining to their duties and representing and appearing for the City in any or all actions brought against the City or its employees in the course of their duties. Consistent with their Employment Agreement and the City Charter, Mr. Googins represents and agrees that they have not and shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except with the express written permission of the City or as required by court order or properly-issued subpoena. Such information includes but is not limited to, any attorney-client communications and attorney work product, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

4. **Defense and Indemnity.** Consistent with their Employment Agreement and the City Charter, in accordance with the obligations imposed under Government Code sections 800 and 910, the City shall defend and indemnify Mr. Googins for any actions that result from work performed in the course and scope of their duties as the City Attorney for the City of Santa Clara.
5. **Information Regarding Employment.** Subject to any applicable law, the City agrees that all inquiries with respect to Mr. Googins' separation will be referred to the Mayor who will provide only the following information: (a) the date of hire and date of separation; (b) that this is a mutual and amicable separation based on a mutual desire to terminate Mr. Googins' services and provide a smooth leadership transition.
6. **Personnel File Documents.** No documents shall be entered into Mr. Googins' personnel file after the effective date of this agreement without both parties approving the entry of the document.
7. **Release of Claims.** Except for the rights and obligations created by this Agreement, Mr. Googins, on behalf of themselves, their agents, representatives, attorneys, assignees, heirs, executors, administrators and successors in interest, hereby releases and forever discharges the City and all of its past, present and future Councils, agencies, divisions, and departments, as well as each of their respective former, current and future directors, department heads, supervisors, Managers, employees, attorneys, elected and appointed officials, Councilmembers, City Managers, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Mr. Googins ever had or held, now has or holds or hereafter can, shall or may have or hold against the City Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). The Released Claims defined in the immediately preceding sentence and released herein by Mr. Googins as to the City Released Parties include, without limitation, all claims based upon, relating to or arising out of Mr. Googins' employment with the City, and/or the discontinuation of said employment, all claims in law, equity, contract and tort, and all

claims under the California Constitution, California Civil Code, California Labor Code, California Code of Regulations, California Government Code, California Business & Professions Code, California Fair Employment and Housing Act, California Family Rights Act, the California Workers' Compensation Act, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, Age Discrimination in Employment Act (ADEA), the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order.

8. Mr. Googins specifically and expressly waives all rights under the provisions of Section 1542 of the Civil Code of California ("Section 1542 Waiver") with respect to the Released Claims. Section 1542 Waiver provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, for the purposes of making a complete settlement of the Released Claims which Mr. Googins may have or claims to have against the City Released Parties, Mr. Googins waives and releases any and all Released Claims against the City Released Parties, including Released Claims which are unknown and unsuspected as of the Effective Date of this Agreement. Mr. Googins warrants that they have read this Agreement, including the Section 1542 Waiver, and have had an opportunity to consult with counsel of their own choosing about this Agreement and specifically about the Section 1542 Waiver, and that they understand this Agreement and the Section 1542 Waiver. Mr. Googins acknowledges that they may later discover facts different from or in addition to those now known or believed to be true regarding the matters released or described in this Agreement, and even so they agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Mr. Googins assumes any and all risk of any mistake in connection with the facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now known to them relating thereto. Mr. Googins agrees, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal City proceeding to assert any Released Claims. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the City shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

9. Mr. Googins acknowledges that they have not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released claims or any part or portion thereof, and agrees to indemnify and hold harmless the City Released Parties

from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

10. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the severance of Mr. Googins' employment relationship with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.
11. **Applicable Law and Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.
12. **Modification.** Any modification of this Agreement shall be effective only if it is in writing and signing by all parties to this Agreement.
13. **Severability.** If any part of this Agreement is determined to be invalid, unlawful, or unenforceable, that part shall not be deemed to be part of this Agreement.
14. **Legal Advice and Voluntary Execution.** Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.
15. **Full Execution Authority.** Each Party executing this Agreement warrants and represents that it or they have full authority to bind the corresponding Party to this Agreement.
16. **No Admissions.** By entering into this Agreement, the City Released Parties do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the City specifically denies liability related in any manner to Mr. Googins employment. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the City, except a proceeding to enforce this Agreement.
17. **Acknowledgment of Payment of Compensation/Benefits.** Mr. Googins acknowledges and affirms that they have been paid any and all compensation to which they are entitled pursuant to the terms of the Employment Agreement.

18. **Tax Consequences.** The City has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Mr. Googins has had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agrees to indemnify and hold harmless the City from any and all costs and assessments including, but not limited to delinquent taxes, penalties and/or assessments levied against the City in connection with this Agreement.
19. **Older Workers' Benefits Protection Act.** It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the City. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Mr. Googins of any potential claims under the federal Age Discrimination in Employment Act, Mr. Googins agrees as follows: (i) they have carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement they are giving up potentially valuable legal rights, and they intend to be bound by all the terms and conditions set forth herein; (iii) they are entering into this Agreement freely, knowingly, and voluntarily; (iv) they have been advised of their right to at least twenty-one (21) days to consider whether to agree to the terms and conditions set forth herein; and (v) for a seven (7) day period following their execution of this Agreement they may revoke this Agreement by delivering a written revocation to City, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

 Name:
 Title:
 City of Santa Clara
 Date: _____

 Mr. Googins
 Date: _____

Approved as to Form and Legality:

 Name:
 Special Outside Counsel
 Date: _____

 Name:
 Attorney for Mr. Googins
 Date: _____

EXHIBIT D

City Manager's Directive 028 Travel Policy

City Manager's Directive 028 Travel Policy



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

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

CMD 028: Travel Policy

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

Travel
Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel
Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

CMD 028: Travel Policy



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

registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

CMD 028: Travel Policy



B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

CMD 028: Travel Policy



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

Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

CMD 028: Travel Policy



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

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at:

<http://www.dol.gov/whd/regs/compliance/whdfs22.htm>

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

CMD 028: Travel Policy

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

GSA maximum rate allowed by location (<http://www.gsa.gov/perdiem>). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: <http://www.gsa.gov/perdiem>) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on <http://www.gsa.gov/mie> to breakdown

CMD 028: Travel Policy



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

the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on <http://www.gsa.gov/mie> must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

CMD 028: Travel Policy



directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

CMD 028: Travel Policy

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

Settlement of
Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel
Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

CMD 028: Travel Policy



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

- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

CMD 028: Travel Policy



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

City Auditor to
Conduct
Periodic Audits

The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:

CMD 49 - Membership in Professional Societies and Associations

CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:

A – Travel Authorization Form

B – Travel Expenses Reimbursement Form

C – Mileage Reimbursement Log

EXHIBIT E

Description of Job Duties

Description of Duties
for City Attorney



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

Charter of the City of Santa Clara, Section 908 City Attorney.

There shall be a City Attorney who shall have the power and be required to:

- (a) Represent and advise the City Council and all City officers in all matters of law pertaining to their offices;
- (b) Represent and appear for the City and any City officer or employee or former City officer or employee, in any or all actions and proceedings in which the City or any such officer or employee in or by reason of his/her official capacity, is concerned or is a party, but the City Council shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter or to assist the City Attorney therein;
- (c) Attend all meetings of the City Council and give his/her advice or opinion in writing whenever requested to do so by the City Council, or by any of the boards or officers of the City;
- (d) Approve the form of all bonds given to and all contracts made by the City, endorsing his/her approval thereon in writing;
- (e) Prepare any and all proposed ordinances or resolutions for the City, and amendments thereto;
- (f) Prosecute on behalf of the people all criminal cases for violation of this Charter and of City ordinances; and
- (g) On vacating the office, surrender to his/her successor, all books, papers, files, and documents pertaining to the City's affairs.

To be eligible for appointment as City Attorney, the appointee shall have been admitted to practice as an attorney at law before the Supreme Court of the State of California, and shall have been engaged in the active practice of law for at least four years immediately prior to his/her appointment. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State Statutes of 2000)

Description of Duties
for City Attorney



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

Santa Clara City Code, Chapter 2.25 City Attorney

2.25.020 Duties and responsibilities.

The City Attorney shall be responsible for the following:

- (a) Advising the City Council, the City Manager and all City department heads in matters of law pertaining to their offices.
- (b) Representing and appearing for the City and any City employee in any or all actions brought against the City or its employees in the course of their duties.
- (c) Keeping the City Council informed as to all legislation affecting the City government and processing all insurance matters and damage claims against the City.
- (d) Rendering written legal opinions when so requested by the City Council or the City Manager.
- (e) Attending designated meetings of boards, commissions and special committees of the City and representing City departments before State or local courts, boards or commissions.
- (f) Reviewing and approving the form of all City contracts, agreements, deeds and legal documents.
- (g) The preparation and promulgation of municipal bond issues and special assessment districts.
- (h) The preparation and promotion of State and Federal legislation proposed by the City Council.
- (i) Preparing and processing all proposed ordinances or resolutions for the City Council.
- (j) The preparation and handling of all City litigation or court proceedings.
- (k) Prosecuting on behalf of the people all cases of violation of the Charter, provisions of this Code or other City ordinances.
- (l) Be responsible for the processing of annexation proceedings and assist in the acquisition of public land, easements and rights-of-way. (Ord. 947. Formerly § 2-31).

**AMENDMENT NO. 1
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLEN R. GOOGINS**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Employment Agreement" dated January 10, 2023 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:
 - 3.1. Salary. Employee shall receive an annual salary of Three Hundred Fifty-Six Thousand Two Hundred Twelve Dollars and Fifty Cents (\$356,212.50), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.
- 2. Section 3.2 of the Agreement, entitled "Adjustments" is amended to read as follows:
 - 3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account any cost-of-living adjustments, but the ultimate decision regarding the timing and the

amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Sujata Reuter
Chief Assistant City Attorney

LISA M. GILLMOR
Mayor

GLEN R. GOOGINS
Employee

**AMENDMENT NO. 2
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLEN R. GOOGINS**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Employment Agreement" dated January 10, 2023 ("Agreement"); and
- B. The Agreement was previously amended by Amendment No. 1, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement as Amended to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3.1 of the Agreement as Amended, entitled "Salary" is amended to read as follows:

3.1. Salary. Employee shall receive an annual salary of Three Hundred Seventy Thousand Four Hundred Sixty-One Dollars (\$370,461.12), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, effective as of the date of Council approval of Amendment No. 2. Employee shall also receive a lump sum payment equal to a 4% salary increase retroactive to March 1, 2025, within two pay periods of approval of Amendment No. 2.

- 2. Section 3.2 of the Agreement as Amended, entitled "Adjustments" is amended to read as follows:

3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council (or some subset thereof) shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account cost-of-living and merit adjustments provided to Unit 9, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Section 3.3(b) of the Agreement as Amended, is amended to read as follows:

(b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of January 1, 2025, as those sections may be renamed or renumbered. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member(s) designated by City Council.

4. Section 3.3(c) of the Agreement as Amended, is amended to read as follows:

(c) On and after January 1, 2025, in the event a successor MOU includes a change to Section 7 – Health Insurance, Section 8 – Dental Insurance, and/or Section 9 – Vision Insurance, such change shall be applicable to Employee concurrent with the effective date of such change(s) for Unit 9. In the event of successor MOU changes to other benefits listed in section 3.3(b) above, the application of such changes to Employee shall be at the sole discretion of City Council.

5. Section 3.3(f) of the Agreement as Amended, is amended to read as follows:

(f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU for the period January 1, 2025 – December 31, 2028, is attached as Revised Exhibit B. The two Side Letters executed between the City and Unit 9 regarding amendments to the 2019-2024 MOU pertaining to vacation accrual and use of compensatory time off are not applicable to Employee.

6. A new Section 3.3(g) is added to the Agreement as Amended, as follows:

(g) The Deferred Compensation provision of the Unit 9 MOU for the period January 1, 2025 – December 31, 2028, attached as Revised Exhibit B, is applicable to Employee, retroactive to January 1, 2025.

7. Section 4 entitled "Performance Appraisal" of the Agreement as Amended is amended to read as follows:

4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least once every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more frequently if necessary. Performance Appraisals shall be conducted annually. The process and timing for conducting the annual appraisal shall be set forth by City Council (e.g., in a Council Policy Manual section).

(a) If City Council does not complete the Performance Appraisal process on or before May 31st, then Employee shall receive a salary increase of 2% or applicable most recent one-year CPI¹, whichever is less, retroactive to March 1, of that year. This salary increase is subject to the potential for an additional increase (but shall not be subject to decrease) upon completion of the performance review process.

8. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Sujata Reuter
Chief Assistant City Attorney

LISA M. GILLMOR
Mayor

GLEN R. GOOGINS
Employee

¹ Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward

RESOLUTION NO. 25- _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA TO ADOPT THE AMENDED UNCLASSIFIED
SALARY PLAN FOR THE POSITION OF CITY ATTORNEY
WITH AN APPROVAL DATE OF AUGUST 26, 2025, AND AN
EFFECTIVE DATE OF MARCH 1, 2025**

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Unclassified Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted;

WHEREAS, the attached Unclassified Salary Plan reflects salary modification for the position of City Attorney, with an approval date of August 26, 2025, and an effective date of March 1, 2025;

WHEREAS, the City Council previously approved unclassified salary plans with revisions to other classifications effective July 1, 2025 and August 3, 2025. The salary plan included with this item includes the new salary for the position of City Attorney (which is retroactive to March 1, 2025) and those changes/additions to other classifications that were previously approved by the City Council, (which remain effective as of the dates stated in the applicable prior Council action).

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

1. That the City hereby adopts the Amended Unclassified Salary Plan for the position of City Attorney reflecting the wage increase approved by the City Council on August 26, 2025.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to

comply with CalPERS, the attached salary schedule for unclassified positions, shall be adopted with an approval date of August 26, 2025, and have an effective date of March 1, 2025, for the position of City Attorney.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2025, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

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

Attachments incorporated by reference:

1. Amendment No. 2 to Employment Agreement with Glen R. Googins
2. Unclassified Salary Plan eff 03-01-2025 (for Council 08-26-2025)

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2025
Approved 8/26/2025

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
Accounting Division Manager	109	9	\$ 86.872788	\$ 15,057.95	\$ 180,695.40	\$ 112.422346	\$ 19,486.54	\$ 233,838.48
Asst Building Official	222	9	\$ 92.595404	\$ 16,049.87	\$ 192,598.44	\$ 119.838923	\$ 20,772.08	\$ 249,264.96
Asst City Attorney	015	9	\$ 107.617442	\$ 18,653.69	\$ 223,844.28	\$ 139.274423	\$ 24,140.90	\$ 289,690.80
Asst City Clerk	010	9	\$ 81.924000	\$ 14,200.16	\$ 170,401.92	\$ 106.009615	\$ 18,375.00	\$ 220,500.00
Asst City Librarian	012	9	\$ 93.769673	\$ 16,253.41	\$ 195,040.92	\$ 121.350462	\$ 21,034.08	\$ 252,408.96
Asst City Manager	016	9	\$ 138.876519	\$ 24,071.93	\$ 288,863.16	\$ 179.714250	\$ 31,150.47	\$ 373,805.64
Asst Dir of Community Dev	038	9	\$ 105.985442	\$ 18,370.81	\$ 220,449.72	\$ 137.780769	\$ 23,882.00	\$ 286,584.00
Asst Dir of Electric Util	021	9	\$ 127.039442	\$ 22,020.17	\$ 264,242.04	\$ 164.405538	\$ 28,496.96	\$ 341,963.52
Asst Dir of Finance	022	9	\$ 101.105192	\$ 17,524.90	\$ 210,298.80	\$ 130.845635	\$ 22,679.91	\$ 272,158.92
Asst Dir of Human Resources	018	9	\$ 101.105192	\$ 17,524.90	\$ 210,298.80	\$ 130.845635	\$ 22,679.91	\$ 272,158.92
Asst Dir of Pub Works/City Eng	071	9	\$ 111.497827	\$ 19,326.29	\$ 231,915.48	\$ 144.295269	\$ 25,011.18	\$ 300,134.16
Asst Dir of Water & Sewer Util	014	9	\$ 100.072731	\$ 17,345.94	\$ 208,151.28	\$ 129.516115	\$ 22,449.46	\$ 269,393.52
Asst Fire Chief	024	9B	\$ 144.731423	\$ 25,086.78	\$ 301,041.36	\$ 187.309038	\$ 32,466.90	\$ 389,602.80
Asst Fire Marshal	026	9B	\$ 111.007846	\$ 19,241.36	\$ 230,896.32	\$ 143.657250	\$ 24,900.59	\$ 298,807.08
Asst Fleet Manager	046	9	\$ 60.779942	\$ 10,535.19	\$ 126,422.28	\$ 78.649269	\$ 13,632.54	\$ 163,590.48
Asst Police Chief	027	9A	\$ 153.086596	\$ 26,535.01	\$ 318,420.12	\$ 190.489673	\$ 33,018.21	\$ 396,218.52
Asst To The City Manager	028	9	\$ 98.837654	\$ 17,131.86	\$ 205,582.32	\$ 127.903269	\$ 22,169.90	\$ 266,038.80
Audit Manager	201	9	\$ 83.633538	\$ 14,496.48	\$ 173,957.76	\$ 108.231519	\$ 18,760.13	\$ 225,121.56
Battalion Chief	036	9B	\$ 119.595692	\$ 20,729.92	\$ 248,759.04	\$ 154.762212	\$ 26,825.45	\$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	\$ 81.357610	\$ 19,742.78	\$ 236,913.36	\$ 105.280426	\$ 25,548.05	\$ 306,576.60
Budget & Treasury Division Mgr	113	9	\$ 86.872788	\$ 15,057.95	\$ 180,695.40	\$ 112.422346	\$ 19,486.54	\$ 233,838.48
Building Maintenance Manager	041	9	\$ 76.932288	\$ 13,334.93	\$ 160,019.16	\$ 99.559788	\$ 17,257.03	\$ 207,084.36
Building Official	042	9	\$ 101.861019	\$ 17,655.91	\$ 211,870.92	\$ 131.817404	\$ 22,848.35	\$ 274,180.20
Cemetery Operations Manager	045	9	\$ 61.518750	\$ 10,663.25	\$ 127,959.00	\$ 79.611462	\$ 13,799.32	\$ 165,591.84
Chief Asst City Attorney	037	9	\$ 123.759750	\$ 21,451.69	\$ 257,420.28	\$ 160.165558	\$ 27,762.03	\$ 333,144.36
Chief Operating Officer	311	9	\$ 159.713192	\$ 27,683.62	\$ 332,203.44	\$ 206.682346	\$ 35,824.94	\$ 429,899.28
City Attorney	060	Appointed				\$ 178.106308	\$ 30,871.76	\$ 370,461.12
City Auditor	067	9	\$ 101.105192	\$ 17,524.90	\$ 210,298.80	\$ 130.845635	\$ 22,679.91	\$ 272,158.92

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2025
Approved 8/26/2025

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
City Clerk	063	Elected					\$ 1,575.00	\$ 18,900.00
City Council Member	CNCL	Elected					\$ 2,100.00	\$ 25,200.00
City Librarian	066	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
City Manager	069	Appointed				\$ 201.067673	\$ 34,851.73	\$ 418,220.76
Communications & Outreach Mgr	083	9	\$ 69.839654	\$ 12,105.54	\$ 145,266.48	\$ 90.375173	\$ 15,665.03	\$ 187,980.36
Communications Operations Mgr	068	9	\$ 79.139019	\$ 13,717.43	\$ 164,609.16	\$ 102.414404	\$ 17,751.83	\$ 213,021.96
Compliance Manager	081	9	\$ 70.939615	\$ 12,296.20	\$ 147,554.40	\$ 91.799135	\$ 15,911.85	\$ 190,942.20
Contracts Manager	342	9	\$ 78.201000	\$ 13,554.84	\$ 162,658.08	\$ 101.192942	\$ 17,540.11	\$ 210,481.32
Deputy City Attorney I	170	9	\$ 67.254981	\$ 11,657.53	\$ 139,890.36	\$ 87.034673	\$ 15,086.01	\$ 181,032.12
Deputy City Attorney II	172	9	\$ 78.464192	\$ 13,600.46	\$ 163,205.52	\$ 101.543827	\$ 17,600.93	\$ 211,211.16
Deputy City Clerk	178	9	\$ 60.574096	\$ 10,499.51	\$ 125,994.12	\$ 78.396692	\$ 13,588.76	\$ 163,065.12
Deputy City Manager	079	9	\$ 108.724212	\$ 18,845.53	\$ 226,146.36	\$ 140.691519	\$ 24,386.53	\$ 292,638.36
Deputy Fire Chief	080	9B	\$ 131.573423	\$ 22,806.06	\$ 273,672.72	\$ 170.282250	\$ 29,515.59	\$ 354,187.08
Deputy Director	176	9	\$ 88.013192	\$ 15,255.62	\$ 183,067.44	\$ 113.900250	\$ 19,742.71	\$ 236,912.52
Development Project Manager	158	9	\$ 88.007423	\$ 15,254.62	\$ 183,055.44	\$ 113.890500	\$ 19,741.02	\$ 236,892.24
Development Review Officer	144	9	\$ 85.145192	\$ 14,758.50	\$ 177,102.00	\$ 110.188558	\$ 19,099.35	\$ 229,192.20
Director of Community Developm	090	9	\$ 126.393808	\$ 21,908.26	\$ 262,899.12	\$ 163.571192	\$ 28,352.34	\$ 340,228.08
Director of Finance	087	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
Director of Human Resources	088	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
Director of Inf Technology/CIO	089	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
Director of Public Works	091	9	\$ 133.695577	\$ 23,173.90	\$ 278,086.80	\$ 173.017731	\$ 29,989.74	\$ 359,876.88
Director of Silicon Valley Pwr	108	9	\$ 159.713192	\$ 27,683.62	\$ 332,203.44	\$ 206.682346	\$ 35,824.94	\$ 429,899.28
Director of Wtr & Sewer Utils	102	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
Elec Div Mgr - Engineering	104Q	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Div Mgr - Generation	104R	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Div Mgr - Operations	104P	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Div Mgr - Substations	104M	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Div Mgr - Transm, Distrib	104S	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2025
Approved 8/26/2025

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Div Mgr-Mkt A & P	107F	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Division Manager	104	9	\$ 104.985577	\$ 18,197.50	\$ 218,370.00	\$ 135.873115	\$ 23,551.34	\$ 282,616.08
Elec Program Manager	424	9	\$ 91.299750	\$ 15,825.29	\$ 189,903.48	\$ 118.145077	\$ 20,478.48	\$ 245,741.76
Elec Util Chief Oper Officer	116	9	\$ 139.746808	\$ 24,222.78	\$ 290,673.36	\$ 180.851538	\$ 31,347.60	\$ 376,171.20
Elec Util Risk Control Analyst	697	9	\$ 81.764135	\$ 14,172.45	\$ 170,069.40	\$ 105.815596	\$ 18,341.37	\$ 220,096.44
Emergency Services Officer	106	9	\$ 95.038327	\$ 16,473.31	\$ 197,679.72	\$ 122.983615	\$ 21,317.16	\$ 255,805.92
Environmental Programs Mgr	461	9	\$ 70.939615	\$ 12,296.20	\$ 147,554.40	\$ 91.799135	\$ 15,911.85	\$ 190,942.20
Executive Assistant	187	9	\$ 59.663019	\$ 10,341.59	\$ 124,099.08	\$ 77.208981	\$ 13,382.89	\$ 160,594.68
Fire Chief	117	9B	\$ 157.405038	\$ 27,283.54	\$ 327,402.48	\$ 203.689962	\$ 35,306.26	\$ 423,675.12
Fire Marshal	120	9B	\$ 119.594942	\$ 20,729.79	\$ 248,757.48	\$ 154.758000	\$ 26,824.72	\$ 321,896.64
Fleet Manager	034	9	\$ 73.301596	\$ 12,705.61	\$ 152,467.32	\$ 94.856135	\$ 16,441.73	\$ 197,300.76
Housing & Comm Svc Div Mgr	075	9	\$ 88.087442	\$ 15,268.49	\$ 183,221.88	\$ 114.001442	\$ 19,760.25	\$ 237,123.00
Housing Development Officer	749	9	\$ 69.178327	\$ 11,990.91	\$ 143,890.92	\$ 89.524904	\$ 15,517.65	\$ 186,211.80
Human Resources Div Mgr	139	9	\$ 86.872788	\$ 15,057.95	\$ 180,695.40	\$ 112.422346	\$ 19,486.54	\$ 233,838.48
Information Technology Svc Mgr	112	9	\$ 81.534635	\$ 14,132.67	\$ 169,592.04	\$ 105.505212	\$ 18,287.57	\$ 219,450.84
Inspection Manager	134	9	\$ 87.250615	\$ 15,123.44	\$ 181,481.28	\$ 112.921673	\$ 19,573.09	\$ 234,877.08
Legal Executive Assistant	185	9	\$ 59.663019	\$ 10,341.59	\$ 124,099.08	\$ 77.208981	\$ 13,382.89	\$ 160,594.68
Library Div Mgr -Support Svcs	127G	9	\$ 73.247596	\$ 12,696.25	\$ 152,355.00	\$ 94.802135	\$ 16,432.37	\$ 197,188.44
Management Analyst	008	9	\$ 60.574096	\$ 10,499.51	\$ 125,994.12	\$ 78.396692	\$ 13,588.76	\$ 163,065.12
Mayor	MAYOR	Elected					\$ 2,625.00	\$ 31,500.00
Municipal Services Div Mgr	110	9	\$ 86.872788	\$ 15,057.95	\$ 180,695.40	\$ 112.422346	\$ 19,486.54	\$ 233,838.48
Park Maint & Operations Superv	131	9	\$ 72.404077	\$ 12,550.04	\$ 150,600.48	\$ 93.688673	\$ 16,239.37	\$ 194,872.44
Parks & Recreation Director	132	9	\$ 126.142269	\$ 21,864.66	\$ 262,375.92	\$ 163.240212	\$ 28,294.97	\$ 339,539.64
Parks Const, Mtc & Repair Mgr	130	9	\$ 72.404077	\$ 12,550.04	\$ 150,600.48	\$ 93.688673	\$ 16,239.37	\$ 194,872.44
Performance Auditor I	203	9	\$ 50.478404	\$ 8,749.59	\$ 104,995.08	\$ 65.330596	\$ 11,323.97	\$ 135,887.64
Performance Auditor II	204	9	\$ 60.574096	\$ 10,499.51	\$ 125,994.12	\$ 78.396692	\$ 13,588.76	\$ 163,065.12
Plan Review Manager	629	9	\$ 88.188692	\$ 15,286.04	\$ 183,432.48	\$ 114.116192	\$ 19,780.14	\$ 237,361.68
Planning Manager	072	9	\$ 91.967769	\$ 15,941.08	\$ 191,292.96	\$ 119.015538	\$ 20,629.36	\$ 247,552.32

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2025
Approved 8/26/2025

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
Police Captain	138	9A	\$ 150.016096	\$ 26,002.79	\$ 312,033.48	\$ 181.432385	\$ 31,448.28	\$ 377,379.36
Police Chief	141	Elected					\$ 29,473.88	\$ 353,686.56
Police Records Manager	647	9	\$ 62.396135	\$ 10,815.33	\$ 129,783.96	\$ 80.751865	\$ 13,996.99	\$ 167,963.88
Power System Scheduler/Trader	674	9	\$ 78.302192	\$ 13,572.38	\$ 162,868.56	\$ 101.334635	\$ 17,564.67	\$ 210,776.04
Power Trader	673	9	\$ 100.072731	\$ 17,345.94	\$ 208,151.28	\$ 129.516115	\$ 22,449.46	\$ 269,393.52
Principal Accountant	148	9	\$ 78.201000	\$ 13,554.84	\$ 162,658.08	\$ 101.192942	\$ 17,540.11	\$ 210,481.32
Principal Electric Utility Eng	145	9	\$ 99.998423	\$ 17,333.06	\$ 207,996.72	\$ 129.408115	\$ 22,430.74	\$ 269,168.88
Principal Eng - Water & Sewer	142W	9	\$ 96.961615	\$ 16,806.68	\$ 201,680.16	\$ 125.480538	\$ 21,749.96	\$ 260,999.52
Principal Eng/City Surveyor	140	9	\$ 101.809846	\$ 17,647.04	\$ 211,764.48	\$ 131.756538	\$ 22,837.80	\$ 274,053.60
Principal Engineer	142	9	\$ 96.961615	\$ 16,806.68	\$ 201,680.16	\$ 125.480538	\$ 21,749.96	\$ 260,999.52
Principal Financial Analyst	149	9	\$ 78.201000	\$ 13,554.84	\$ 162,658.08	\$ 101.192942	\$ 17,540.11	\$ 210,481.32
Principal Planner	143	9	\$ 78.201000	\$ 13,554.84	\$ 162,658.08	\$ 101.192942	\$ 17,540.11	\$ 210,481.32
Principal Power Analyst	154	9	\$ 78.201000	\$ 13,554.84	\$ 162,658.08	\$ 101.192942	\$ 17,540.11	\$ 210,481.32
Principal Util Info System Mgr	146	9	\$ 100.072731	\$ 17,345.94	\$ 208,151.28	\$ 129.516115	\$ 22,449.46	\$ 269,393.52
Public Information Officer	077	9	\$ 95.038327	\$ 16,473.31	\$ 197,679.72	\$ 122.983615	\$ 21,317.16	\$ 255,805.92
Public Records Manager	082	9	\$ 60.574096	\$ 10,499.51	\$ 125,994.12	\$ 78.396692	\$ 13,588.76	\$ 163,065.12
Purchasing Division Manager	147	9	\$ 83.633538	\$ 14,496.48	\$ 173,957.76	\$ 108.231519	\$ 18,760.13	\$ 225,121.56
Recreation Manager	150	9	\$ 78.943327	\$ 13,683.51	\$ 164,202.12	\$ 102.157904	\$ 17,707.37	\$ 212,488.44
Risk Manager	700	9	\$ 83.633538	\$ 14,496.48	\$ 173,957.76	\$ 108.231519	\$ 18,760.13	\$ 225,121.56
Sr Counsel for SVP	179	9	\$ 116.061981	\$ 20,117.41	\$ 241,408.92	\$ 149.719962	\$ 25,951.46	\$ 311,417.52
Sr Deputy City Attorney	161	9	\$ 83.403981	\$ 14,456.69	\$ 173,480.28	\$ 107.941442	\$ 18,709.85	\$ 224,518.20
Sr Elec Div Mgr	173	9	\$ 115.479346	\$ 20,016.42	\$ 240,197.04	\$ 149.457808	\$ 25,906.02	\$ 310,872.24
Sr Elec Div Mgr-Mkt A&P	174A	9	\$ 115.479346	\$ 20,016.42	\$ 240,197.04	\$ 149.457808	\$ 25,906.02	\$ 310,872.24
Sr Information Tech Svcs Mgr	743	9	\$ 89.342654	\$ 15,486.06	\$ 185,832.72	\$ 115.621096	\$ 20,040.99	\$ 240,491.88
Sr Management Analyst	742	9	\$ 66.631269	\$ 11,549.42	\$ 138,593.04	\$ 86.236154	\$ 14,947.60	\$ 179,371.20
Sr Performance Auditor	202	9	\$ 70.939615	\$ 12,296.20	\$ 147,554.40	\$ 91.799135	\$ 15,911.85	\$ 190,942.20
Sr Power System Schedlr/Trader	772	9	\$ 84.159865	\$ 14,587.71	\$ 175,052.52	\$ 108.919846	\$ 18,879.44	\$ 226,553.28
Street Superintendent	159	9	\$ 80.009596	\$ 13,868.33	\$ 166,419.96	\$ 103.548115	\$ 17,948.34	\$ 215,380.08

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2025
Approved 8/26/2025

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
Transportation Manager	171	9	\$ 97.845750	\$ 16,959.93	\$ 203,519.16	\$ 126.627750	\$ 21,948.81	\$ 263,385.72
Utility Business Systems Mgr	898	9	\$ 78.072750	\$ 13,532.61	\$ 162,391.32	\$ 101.031000	\$ 17,512.04	\$ 210,144.48
Utility Operations Engineer	155	9	\$ 82.418712	\$ 14,285.91	\$ 171,430.92	\$ 106.652423	\$ 18,486.42	\$ 221,837.04
Water & Sewer Operations Mgr	180	9	\$ 81.008365	\$ 14,041.45	\$ 168,497.40	\$ 104.843827	\$ 18,172.93	\$ 218,075.16
Water & Sewer Superintendent	029	9	\$ 73.247596	\$ 12,696.25	\$ 152,355.00	\$ 94.802135	\$ 16,432.37	\$ 197,188.44
Web & Digital Media Manager	073	9	\$ 69.839654	\$ 12,105.54	\$ 145,266.48	\$ 90.375173	\$ 15,665.03	\$ 187,980.36