

City of Santa Clara

Meeting Agenda

Council and Authorities Concurrent Meeting

Call and Notice of Special Meeting

Santa Clara Stadium Authority



Tuesday, October 13, 2020

3:30 PM

**City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050**

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- **Via Zoom:**

- o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o **Phone: 1(669) 900-6833**

- **Via the City's eComment (now available during the meeting)**

- **Via email to PublicComment@santaclaraca.gov**

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

For those individuals that do not have the above access, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment will be given from that location.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. The Mayor will be present for the meeting with Councilmembers and department heads participating remotely. A limited number of staff will also be present.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority to commence and convene on October 13, 2020, at 3:30 PM for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

3:30 PM COUNCIL REGULAR/STADIUM AUTHORITY SPECIAL MEETING

Call to Order in the Council Chambers

Roll Call

Pledge of Allegiance and Statement of Values

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

- 1.A 20-894** [Recognition of Outgoing Commissioners on the Civil Service Commission, Parks & Recreation Commission, and Planning Commission](#)
- 1.B 20-913** [Proclaim October 2020 as Breast Cancer Awareness Month](#)
- 1.C 20-914** [Proclaim October 2020 as Domestic Violence Awareness Month](#)
- 1.D 20-962** [Verbal Report from City Manager regarding COVID-19 Pandemic \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

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 20-870** [Action on Council and Authorities Concurrent and Special Stadium Authority Meeting Minutes \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Approve the meeting minutes of:
Special Stadium Authority Minutes of March 5, 2020
Council and Authorities Concurrent Minutes of July 14, 2020
Special City Council Minutes of August 17, 2020

2.B 20-19 [Board, Commissions and Committee Minutes \[Enhance Community Engagement and Transparency\]](#)

Recommendation: Note and file the Minutes of:
Planning Commission - April 22, 2020
Audit Committee - March 4, 2020
Senior Advisory Commission - February 24, 2020
Historical and Landmarks Commission -
September 3, 2020
Cultural Commission - March 2, 2020

2.C 20-831 [Action on Bills and Claims Report \(CC, SA, HA\) for the period September 5th, 2020 - September 18th, 2020 \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Approve the list of Bills and Claims for September 5, 2020 - September 18, 2020.

2.D 20-681 [Action on Early Consideration of a General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

Recommendation: City Council direct staff to continue processing the subject General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station.

2.E 20-708 [Action on Resolution for an Exception to the 180 Day Waiting Period To Appoint A Retired Annuitant To Serve as Temporary Extra Help \(Government Code Sections 7522.56 and 21224\) \[Council Pillar: Manage Strategically Our Workforce Capacity and Resources\]](#)

Recommendation: Alternative 1: Adopt the attached Resolution for an Exception to the 180 Day Waiting Period To Appoint A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224).

2.F 20-737 [Action on a Resolution of the City Council of the City of Santa Clara Regarding Unclaimed Special Assessment District Funds and Related Budget Amendment \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: 1. Adopt a resolution regarding unclaimed special assessment district funds as detailed in Exhibit A to the resolution and approve the transfer of these funds to the General Fund for unrestricted use; and
2. Approve the FY 2020/21 budget amendments in the General Fund to recognize Other Revenue of \$149,696, to increase the Budget Stabilization Reserve by \$141,196, and to increase the Finance Department appropriation by \$8,500.

2.G 20-755 [Action on Stadium Authority Bills and Claims for the Months of May through August 2020 \[Board Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Approve the list of Stadium Authority Bills and Claims for May 2020 through August 2020.

2.H 20-762 [Action on an Agreement for Services with Aspen Environmental Group to Provide As-needed Electric Rate and Fee Analysis Consultant Services \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: 1. Authorize the City Manager to execute an Agreement for Services with Aspen Environmental Group for as-needed electric rate and fee analysis consultant services, for a term starting on or about November 1, 2020 and ending on or about October 31, 2025 for a total maximum amount not-to-exceed of \$450,000, subject to the annual appropriation of funds; and
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending October 31, 2030, assuming all options are exercised, and subject to the annual appropriation of funds.

- 2.I 20-832 [Action on Monthly Financial Status and Investment Reports for July 2020 and August 2020 and Approve the Related Budget Amendments \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Note and file the Monthly Financial Status and Investment Reports for July 2020 and August 2020 as presented and Approve Related Budget Amendments.

- 2.J 20-844 [Action on Amendment No. 1 to the Agreement with Mott MacDonald Group, Inc. for Annual Sanitary Sewer Condition Assessment Repair Projects \(Year 2021/2022 Projects\) \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Mott MacDonald Group, Inc. for Annual Sanitary Sewer Condition Assessment Repair Projects.

2.K 20-854 [Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed \$850,000;
 2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
 3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
 4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- 2.L 20-873** [Action on Amendment No. 3 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium \[Council Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

Recommendation: Authorize the City Manager to execute Amendment No. 3 to the Agreement with Wilson, Ihrig & Associates to reflect a revised termination date of September 30, 2021, subject to annual appropriations, to continue conducting noise monitoring of Levi's Stadium and the 49ers practice facility for total cost not to exceed \$249,840 over the life of the agreement.

- 2.M 20-920** [Accept the 2019 Assistance to Firefighters Grant in the amount of \\$40,168 to provide the California State Fire Marshal Fire Control 4 Course to Department Personnel and Approve the Related Budget Amendment \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation:

1. Accept the 2019 Assistance to Firefighters Grant in the amount of \$40,168 for Conducting Fire Control 4 Training for Department Personnel; and
2. Approve the Related FY 2020/21 Budget Amendment in the Fire Operating Grant Trust Fund to recognize the AFG grant revenue and establish the Assistance to Firefighters Grant FY 2019/20 in the amount \$40,168, and recognize a transfer from the General Fund and establish an Assistance to Firefighters Grant FY 2019/20 - City Match in the amount of \$4,017; in the General Fund, establish a transfer to the Fire Operating Grant Trust Fund to provide the 10% city match and reduce the Budget Stabilization Reserve by \$4,017.

2.N 20-940 [Action on Amendment to the Software Maintenance Agreement with ABB Enterprise Software Inc. \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Authorize the City Manager to execute an Amendment to the Software Maintenance Agreement with ABB Enterprise Software Inc. for maintenance of the SCADA System and to execute future amendments or agreements, as needed associated with the change in ownership of ABB's Power Grids Business; and
 2. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor or consultant and approval by the City, subject to the appropriation of funds.

2.O 20-883 [Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Adopt the Resolution approving the purchases of overhead electric easements at 2325 Lafayette Street [APN 224-40-009], 1015 Martin Avenue [APN 224-60-006], and 2301 Lafayette Street [APN 224-40-007]; and
 2. Authorize the recordation thereof.

2.P 20-887 [Approval to Negotiate Expansion of Recycled Water and Potable Reuse through a Proposed Purified Water Project at the Regional Wastewater Facility \(RWF\) \[Council Pillar: Promote Sustainability and Environmental Protection\]](#)

- Recommendation:** Authorize the City Manager, or her designee, to negotiate with the City of San José and Valley Water regarding expansion of recycled water and potable reuse through a proposed Purified Water Project at the RWF.

- 2.Q 20-693 [Public Hearing: Consideration of a Proposed Resolution Amending the Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Consider the proposed Resolution amending the rates for attachments to City owned utility poles by third party communications providers and set November 17, 2020 for the adoption of the Resolution.

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

3. 20-984 [Council Input on Enhanced Community Outreach and Community Benefits Policy and Action to Rescind the City's Early Consideration Policy for General Plan Amendment Applications \[Council Pillar: Promote Economic, Housing and Transportation Development\]](#)

Recommendation: Alternatives 1 and 2:
1. Provide Input on an Enhanced Community Outreach and Community Benefits Policy; and
2. Adopt a Resolution to Repeal Resolution No. 17-8435 and Rescind the Early Consideration Policy for General Plan Amendment Applications, effective January 1, 2021.

4. 20-927 [Discussion and Direction on Mayor Gillmor's Request Regarding Worker Retention and Recall Protections During COVID-19 Pandemic \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

Recommendation: Staff has no recommendation and is seeking Council direction and feedback on possible amendments to the Worker Retention Ordinance.

STADIUM AUTHORITY GENERAL BUSINESS ITEMS

5. **20-724** [Report on the Audited Santa Clara Stadium Authority Fiscal Year 2019/20 Annual Financial Statements \[Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

Recommendation: Note and file the Santa Clara Stadium Authority Fiscal Year 2019/20 Annual Financial Statements.

6. **20-725** [Action on the Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020 \[Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

Recommendation: Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020.

7. 20-466 [Action on Agreements to Implement a Financial Management System for the Stadium Authority \[Council Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

- Recommendation:**
1. Authorize the Executive Director to negotiate and execute an agreement with Armanino, LLP to provide professional services for the implementation of a financial management system for an initial three-year term with maximum compensation amount not-to-exceed \$198,460, and execute up to two one-year options to extend the term of the agreement for ongoing support and related professional services, subject to annual appropriation of funds;
 2. Authorize the Executive Director to execute Purchase Orders with Armanino Solutions, LLC for software subscription services for an initial twelve-month period with maximum compensation amount not-to-exceed \$5,000, and execute one-year renewals as required, subject to annual appropriation of funds;
 3. Authorize the Executive Director to negotiate and execute an agreement with SaaSplaza, Inc. for Microsoft Dynamics Great Plains software subscription and web hosting services for an initial twelve-month period with maximum compensation amount not-to-exceed \$43,090, and execute one-year renewals as required, subject to annual appropriation of funds;
 4. Authorize the Executive Director to execute Purchase Orders with Concur Technologies, Inc. for SAP Concur software subscription services for an initial twelve-month period with maximum compensation amount not-to-exceed \$15,514, and execute one-year renewals as required, subject to annual appropriation of funds; and
 5. Negotiate and execute amendments and/or change orders to the above referenced agreements/Purchase Orders related to system implementation and requirements including additional software licenses and transaction fees, subject to the annual appropriation of funds.

8. Review and Possible Action on Request from the Stadium Manager for Authority to Execute Agreement with LCPtracker, Inc. for Compliance Software for Certified Payroll Reporting and Stadium Authority's Concerns with Stadium Manager's Request

A. 20-966 [Request from the Stadium Manager for Authority to Execute Agreement with LCPtracker, Inc. for Compliance Software for Certified Payroll Reporting for Prevailing Wage \[Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

B. 20-1001 [Report from the Stadium Authority on Its Concerns Regarding the Stadium Manager's Request to Execute an Agreement with LCPtracker, Inc. \[Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

- Recommendation:**
1. Accept the Stadium Authority's report on its concerns regarding the Stadium Manager's request to execute an Agreement with LCPtracker; and
 3. Deny Stadium Manager's request to execute the LCPtracker agreement because of its failure to correct the following errors:
 - (a) Request for \$25,000 contract for services priced at \$13,180 (authorization for expenditure of 90% above contract value);
 - (b) Mathematical/typographical errors in the agenda report or agreement;
 - (c) Undocumented scope of work;
 - (d) Undefined extension of agreement;
 - (e) Inappropriate removal of provisions requiring compliance with Brown Act, Public Records Act, and other applicable federal or state laws;
 - (f) Undocumented source of funding/failure to request budget from Board; and
 - (g) Misunderstanding of public sector "piggybacking" procurement practice.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

20-926 [Update on City Council and Stadium Authority Staff Referrals \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

20-925 [Tentative Meeting Agenda Calendar \(TMAC\) \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, October 27, 2020 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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)

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."



City of Santa Clara

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

Agenda Report

20-894

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Recognition of Outgoing Commissioners on the Civil Service Commission, Parks & Recreation Commission, and Planning Commission

BACKGROUND

Council Policy 003 - Guidelines for Recognition of Volunteers, Community Leaders and Outstanding Citizens, includes the recognition of Commissioners who have served on a City Commission. Past City practice has been to recognize outgoing Commissioners for their years of service at a Council meeting (attachment 1).

DISCUSSION

As a Special Order of Business, the Mayor and Council will recognize the following former Commissioners for their years of service.

<u>Commission</u>	<u>Member</u>	<u>Term Years</u>
Civil Service Commission	Mario Bouza	2012-2020
Parks & Recreation Commission	Roseann A. LaCoursiere	2012-2020
Parks & Recreation Commission	Kevan M. Walke	2012-2020
Planning Commission	Steve Kelly	2012-2020

FISCAL IMPACT

There is no fiscal impact other than staff time.

PUBLIC CONTACT

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Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Council Policy 003 - Guidelines for Recognition of Volunteers, Community Leaders and Outstanding Citizens



GUIDELINES FOR RECOGNITION OF VOLUNTEERS, COMMUNITY LEADERS, AND OUTSTANDING CITIZENS

POLICY

The City Council may award certificates, tiles, plaques of appreciation, City medallions, or other items to recognize a volunteer, community leader, or outstanding citizen who has provided a significant service to the City.

PROCEDURE

Awards are authorized by the City Council according to the following guidelines:

1. **City Medallions** shall be awarded to:
 - ◆ Outstanding citizens at the discretion of the City Council.
2. **Engraved Clocks** shall be awarded to:
 - ◆ Council Members who have served one or more terms, upon leaving office.
3. **Special Engraved Plaques**
 - ◆ Council Members who have served one or more terms as Council Member, and one or more terms as Mayor, upon leaving office.
4. **Appreciation Plaques** "The City of Santa Clara is a great City because of the efforts of people like you" shall be awarded to:
 - ◆ Outgoing Council Members and other elected officials.
 - ◆ Commissioners who have served one or more terms.
 - ◆ Youth Commissioners who have served four one-year terms.
 - ◆ Volunteer Fire and Volunteer Police Reserves upon their retirement.
 - ◆ Outstanding citizens who are deserving of special recognition, who have voluntarily served the City in an extraordinary capacity on a single occasion (.g., Olympic medallists) or in a special capacity over an extended period of time* (e.g., as a member of a standing committee). Awards in this category are at the discretion of the City Council and are considered individually.
5. **Small Presentation Items (e.g. tiles, paperweights, etc.)** shall be awarded to:
 - ◆ Commissioners who have served less than one term, but have attended at least one year of Commission meetings
 - ◆ Youth Commissioners who have served at least one but less than



GUIDELINES FOR RECOGNITION OF VOLUNTEERS, COMMUNITY LEADERS, AND OUTSTANDING CITIZENS (cont.)

four one-year terms.

- ◆ Volunteers and community leaders who have served in a special capacity on a limited basis; for example, one who has worked on a short term committee, or who has organized a single event. Awards in this category are at the discretion of the City Council and are considered individually.

6. **Framed Letters of Appreciation Signed by the entire City Council** shall be awarded to:

- ◆ All Outgoing City Council Members.
- ◆ Outgoing Commissioners who have served one or more terms.
- ◆ Other outgoing elected officials.

7. **Framed Letters of Appreciation Signed by the Mayor** shall be awarded to:

- ◆ Commissioners who have served less than one term.

8. **Framed Certificates of Appreciation signed by the Mayor** shall be awarded to:

- ◆ Those individuals receiving small presentation items.
- ◆ Commissioners who have attended less than one year of Commission meetings.
- ◆ Participants in special municipal events, projects or programs (i.e. Arbor Day, Public Safety Providers Week, City contests)

Reference:

***Per Council approval September 2003
Naming of Facilities Policy, August 2003***

**** e.g., The Neil Henry Volunteer Recognition Award, established by City Council in July 2003.***



City of Santa Clara

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

Agenda Report

20-913

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Proclaim October 2020 as Breast Cancer Awareness Month

BACKGROUND

The month of October has been observed as Breast Cancer Awareness Month since 1985. Breast Cancer Awareness Month is celebrated throughout the month of October to increase awareness of the disease, raise funds for research into its cause, prevention, diagnosis, treatment, and cure, as well as educate people about the importance of early screening and detection of breast cancer.

DISCUSSION

The American Cancer Society estimates there will be 279,100 new cases of breast cancer in 2020, 99% of which will be diagnosed in women. However, if found and treated early, most people can survive breast cancer. A mammogram, the screening test for breast cancer, can help find breast cancer early when it is easier to treat. Breast Cancer Awareness Month is a chance to raise awareness about the importance of finding breast cancer early.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact to the City except for staff time.

PUBLIC CONTACT

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Reviewed by: Julie Minot, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proclamation

City of Santa Clara
Proclamation

- WHEREAS,** the month of October is Breast Cancer Awareness Month; Breast Cancer Awareness Month is celebrated throughout the month of October to increase awareness of the disease, to raise funds for research into its cause, prevention, diagnosis, treatment, and cure, as well as to educate people about the importance of early screening and detecting breast cancer early; and
- WHEREAS,** the third Friday in October each year is National Mammography Day; this year, National Mammography Day will be celebrated on October 16th; a mammography, the screening test for breast cancer, can detect breast cancer up to two years before physical symptoms can be seen or felt; and
- WHEREAS,** about 1 in 8 women in the United States will develop breast cancer over the course of her lifetime; in 2020, an estimated 279,100 new cases of breast cancer are expected to be diagnosed in women; and
- WHEREAS,** breast cancer in men is rare; in 2020, an estimated 2,620 new cases of breast cancer are expected to be diagnosed in men; and
- WHEREAS,** most people can survive breast cancer if it's found and treated early; death rates from breast cancer have been declining, and these changes are thought to be the results of treatment advances, earlier detection through screening, and increased awareness;

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the month of October 2020, as

Breast Cancer Awareness Month

in the City of Santa Clara and call upon the Santa Clara's residents to raise awareness for breast cancer prevention and the importance of detecting breast cancer early.

Given under my hand and the Seal of the City of Santa Clara, California, this 13th day of October 2020.





LISA M. GILLMOR
MAYOR
City of Santa Clara



Agenda Report

20-914

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Proclaim October 2020 as Domestic Violence Awareness Month

BACKGROUND

October is Domestic Violence Awareness Month. Domestic Violence Awareness Month evolved from the first Day of Unity observed in October 1981 by the National Coalition Against Domestic Violence, which connected battered women's advocates from across the country who were working to end domestic violence against women and children.

In 1989, Congress passed Public Law 101-112, officially designating October of that year as National Domestic Violence Awareness Month. Since then, cities across the nation have joined with battered women's advocates to proclaim the month of October as Domestic Violence Awareness month.

DISCUSSION

Each year, Domestic Violence Awareness Month is observed to encourage individuals, advocates, and communities to take actions to help end domestic violence. Community events are held to raise public awareness of domestic violence issues, to educate victims on how to access available resources, and to send a powerful statement to abusers that domestic violence will not be tolerated.

In honor of Domestic Violence Awareness Month, the Mayor has signed a City Proclamation, proclaiming the month of October 2020, as Domestic Violence Awareness Month in the City of Santa Clara.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

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Reviewed by: Julie Minot, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proclamation

City of Santa Clara
Proclamation

- WHEREAS,** Domestic Violence Awareness Month evolved from the first Day of Unity observed in October 1981, with the intent to connect battered women's advocates across the nation; domestic violence is widespread and is devastating to society, but particularly women and children; and
- WHEREAS,** in 1989, the first Domestic Violence Awareness Month Commemorative Legislation was passed by the U.S. Congress; Domestic Violence Awareness Month serves as an inspiration for events in communities and regions across the fifty states to culminate a powerful statement celebrating the strength of battered women and their children; and
- WHEREAS,** families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation and; when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on family, friends, and the community at large; and
- WHEREAS,** the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and
- WHEREAS,** local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education; it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem; and it is battered women themselves who have been in the forefront of efforts to bring peace, equality, and healing to our homes and communities;

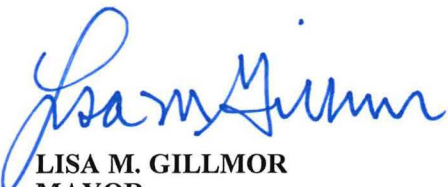
NOW THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the Santa Clara City Council do hereby proclaim the month of October 2020, as

Domestic Violence Awareness Month

in the City of Santa Clara and encourage all residents to recognize and support the numerous organizations and individuals who provide critical advocacy, services, and assistance.

Given under my hand and the Seal of the City of Santa Clara, California, this 13th day of October 2020.




LISA M. GILLMOR
MAYOR
City of Santa Clara



City of Santa Clara

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

Agenda Report

20-962

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic and Presentation of Healthy Meals
CPOD Video [Council Pillar: Enhance Community Engagement and Transparency]



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
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Agenda Report

20-870

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Council and Authorities Concurrent and Special Stadium Authority Meeting Minutes
[Council Pillar: Enhance Community Engagement and Transparency]

RECOMMENDATION

Approve the meeting minutes of:
Special Stadium Authority Minutes of March 5, 2020
Council and Authorities Concurrent Minutes of July 14, 2020
Special City Council Minutes of August 17, 2020



City of Santa Clara

Special Meeting Minutes

Santa Clara Stadium Authority

03/05/2020

4:00 PM

City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chairperson calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on March 5, 2020 at 4:00 PM for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM SPECIAL MEETING

Call to Order in the Council Chambers

Chair Gillmor called the Special Stadium Authority meeting to order at 4:06 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 6 - Vice Chair Karen Hardy, Boardmember Teresa O'Neill, Boardmember Kathy Watanabe, Boardmember Debi Davis, Boardmember Raj Chahal, and Chair Lisa M. Gillmor

CONTINUANCES/EXCEPTIONS

NONE.

GENERAL BUSINESS

1. [20-272](#) Draft 2020 Non-NFL Events Marketing Plan for Levi's® Stadium in accordance with Section 4.10 of the Stadium Management Agreement [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Stadium Authority Board Discussion and possible action on ManCo's draft 2020 Marketing Plan.

Executive Director Santana gave a PowerPoint Presentation. **Deputy Fire Chief Ray** addressed Board concerns regarding Fire Violations. **Executive Director Santana** and **Treasurer Lee** addressed Board questions.

No action taken by the Board.

2. [20-45](#) Discussion of the Proposed Santa Clara Stadium Authority Fiscal Year 2020/21 Budget and Stadium Authority Budget, Compliance and Management Policies [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Review and provide input, or possible Board action, on the Santa Clara Stadium Authority Fiscal Year 2020/21 Operating, Debt Service, and Capital Budget and Stadium Authority Budget, Compliance and Management Policies.

Executive Director Santana and **Treasurer Lee** gave a PowerPoint presentation.

A motion was made by Boardmember Watanabe and seconded by Boardmember Davis, to direct the Stadium Authority Counsel to return with a legal opinion of the options that are available to the board regarding the stadium budget.

Aye: 6 - Vice Chair Hardy, Boardmember O'Neill, Boardmember Watanabe, Boardmember Davis, Boardmember Chahal, and Chair Gillmor

PUBLIC PRESENTATIONS

NONE.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

NONE.

EXECUTIVE DIRECTOR REPORT

Executive Director Santana noted that the City is monitoring the Coronavirus and providing updates to residents and City staff.

ADJOURNMENT

The meeting was adjourned at 6:51 PM.

A motion was made by Boardmember Davis, seconded by Boardmember Watanabe, to adjourn the meeting.

Aye: 6 - Vice Chair Hardy, Boardmember O'Neill, Boardmember Watanabe, Boardmember Davis, Boardmember Chahal, and Chair Gillmor

The next regular scheduled meeting is on Tuesday evening, March 17, 2020 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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)

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."



City of Santa Clara

Joint Meeting Minutes

Council and Authorities Concurrent and Santa Clara Stadium Authority Meeting

07/14/2020

1:00 PM

City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

For those individuals that do not have the above access, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment will be given from that location.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. The Mayor will be present for the meeting with Councilmembers and department heads participating remotely. A limited number of staff will also be present.

1:00 PM COUNCIL/STADIUM AUTHORITY REGULAR MEETING

Call to Order

Mayor/Chair Gillmor called the meeting to order at 1:06 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 6 - Vice Mayor/Chair Karen Hardy, Council/Boardmember Teresa O'Neill, Council/Boardmember Debi Davis, Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, and Mayor/Chair Lisa M. Gillmor

CONTINUANCES/EXCEPTIONS

None.

SPECIAL ORDER OF BUSINESS

- 1.A** [20-317](#) Proclamation of August 2020 as American Muslim Appreciation and Awareness Month
- On behalf of the **Council**, **Mayor Gillmor** proclaimed August 2020 as American Muslim Appreciation and Awareness Month and presented a Proclamation to **Sameena Usman** (Government Relations Coordinator, CAIR-SFBA).
- Public Speaker(s):** Sameena Usman
Public Speaker(1)
- 1.B** [20-616](#) Presentation of 2020 City of Santa Clara/Silicon Valley Power Scholarships
- Chief Electric Utility Officer Pineda** gave a PowerPoint Presentation on 2020 City of Santa Clara/Silicon Valley Power Scholarship Awards Recipients:
- Ryota Inagaki** has recently graduated from Santa Clara High School and anticipates pursuing a degree in Engineering Mathematics and Statistics at University of CA, Berkeley.
- Vincent Kloes** has recently graduated from Wilcox High School and plans to pursue a degree in Earth Science.
- Serena Kutney** is currently attending University of CA, Davis with a major in Chemical Engineering.
- Cynthia Vu** is currently attending De Anza Community College, pursuing a degree in Environmental Studies.

1.C [20-673](#)

Recognition of District 1 Resident Jennifer Whitten

Councilmember Watanabe introduced District 1 Resident **Jennifer Whitten** and expressed gratitude for her contributions to the City of Santa Clara community. **Mayor Gillmor** presented a Special Mayoral Recognition to **Jennifer Whitten**.

Public Speaker(s): Michele Ryan
Lina Patel
Public Speaker(1)
Jennifer Whitten

1.D [20-670](#)

Verbal Report from City Manager regarding COVID-19 Pandemic [Council Pillar: Enhance Community Engagement and Transparency]

City Manager Santana and Chief Emergency Services Officer gave a PowerPoint Presentation on the COVID-19 Pandemic.

City Manager Santana also noted the following:

- Last meeting before Council Recess;
- Food Distribution will be discontinued and be aligned with the Santa Clara Unified School District school schedule;
- Drive-thru utilities payment window is preparing to open;
- Board/Commission/Committee meetings will resume in September Virtually;
- City's Communications and website received recognition for its innovation from CAPIO;
- Electric vehicle wrap design contest; and
- First Working Scholars this November, Armando "Gary" Ferraris, Jr.

CONSENT CALENDAR

A motion was made by Council/Boardmember Davis, seconded by Vice Mayor/Chair Hardy, to approve the balance of the Consent Calendar (except Items 2.H, 2.I, and 2.M; Councilmember Watanabe abstained from 2.E).

Aye: 6 - Vice Mayor/Chair Hardy, Council/Boardmember O'Neill, Council/Boardmember Davis, Council/Boardmember Watanabe, Council/Boardmember Chahal, and Mayor/Chair Gillmor

- 2.A [20-14](#) Action on Council and Authorities Concurrent & Stadium Authority Meeting Minutes [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Approve the March 24, 2020 Stadium Authority Meeting, March 12 & 14, 2020 Joint Council and Authorities Concurrent Meeting, and March 26, 2020 Council and Authorities Concurrent Meeting Minutes.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve staff recommendation.

- 2.B [20-567](#) Action on Monthly Financial Status and Investment Reports for May 2020 and Approve the Related Budget Amendments [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Note and file the Monthly Financial Status and Investment Reports for May 2020 as presented and Approve Related Budget Amendments.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve staff recommendation.

- 2.C [20-492](#) Action on Investment Management Services Agreement with PFM Asset Management LLC and Approval of Related Budget Amendment [Council Pillar: Manage Strategically Our Workforce Capacity and Resources]

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with PFM Asset Management LLC for Investment Management Services for an initial three-year term starting on or about August 1, 2020 and ending on July 31, 2023 for a total maximum amount not to exceed \$840,000, subject to the appropriation of funds;
2. Authorize the City Manager to execute two one-year options to extend the term of the Agreement through July 31, 2025, subject to the appropriation of funds; and
3. Approve the related FY 2020/21 budget amendment in the General Fund to increase Interest Income revenue estimate by \$255,000 and increase the Finance Department appropriation by \$255,000 for year 1 of the investment management services agreement.

Public Speaker(s): Suds Jain (eComment)

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve staff recommendation.

- 2.D [20-600](#) Action on a Resolution for the Use of City Electric Forces at Various Locations [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Adopt a Resolution approving the use of City Electric Forces for the installation of facilities at 3238 Scott Boulevard, 1550 Space Park Drive, Santa Clara Square area near Building 6 on Scott Boulevard and Octavius Drive, East side Stars and Stripes Drive east of Fire Station (under Tasman overpass), 2106 Klamath Avenue, 2900 Lakeside Drive, Monroe Street and Reeve Street, 3365 Cabrillo Avenue, 2375 De La Cruz Boulevard, and 2041 Mission College Boulevard.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to adopt Resolution No. 20-8876 approving the use of City Electric Forces for the installation of facilities at 3238 Scott Boulevard, 1550 Space Park Drive, Santa Clara Square area near Building 6 on Scott Boulevard and Octavius Drive, East side Stars and Stripes Drive east of Fire Station (under Tasman overpass), 2106 Klamath Avenue, 2900 Lakeside Drive, Monroe Street and Reeve Street, 3365 Cabrillo Avenue, 2375 De La Cruz Boulevard, and 2041 Mission College Boulevard.

- 2.E [20-604](#) Action on Award of Contract for the Photovoltaic System Installation at the Northside Branch Library (CE 18-19-11) and Related Budget Amendment [Council Pillar: Sustainability]

- Recommendation:**
1. Approve the establishment of the new Capital Improvement Program Project within the Library Capital Fund for the Photovoltaic System Installation at the Northside Branch Library Project;
 2. Approve the FY 2020/21 budget amendment in the Library Capital Fund to recognize a transfer from the Electric Operating Grant Trust Fund and establish the Photovoltaic System Installation at the Northside Branch Library Project in the amount of \$114,982; in the Electric Operating Grant Trust Fund, decrease the Public Benefits Program - Mandated Program Costs and establish a transfer to Library Capital Fund in the amount of \$114,982;
 3. Award the Public Works Contract for Photovoltaic System Installation at the Northside Branch Library (CE 18-19-11), including the Base Bid and Add Alternate, to the lowest responsive and responsible bidder, Staten Solar Corporation, in the amount of \$99,982 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
 4. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$15,000, for a total project budget not to exceed amount of \$114,982.

Councilmember Watanabe recused herself from this item for potential conflict of interest as her home is within 1000 feet of Mission Library.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve staff recommendation.

Aye: 5 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Chahal, and Mayor Gillmor

Abstained: 1 - Councilmember Watanabe

- 2.F [20-657](#) Public Hearing: Action on a Resolution Confirming the 2020 Weed Abatement Program and Assessment [Council Pillar: Promote Sustainability and Environmental Protection]

Recommendation: Adopt a Resolution confirming the 2020 Weed Abatement Program Assessment Report and Assessment.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to adopt Resolution No. 20-8877 confirming the 2020 Weed Abatement Program Assessment Report and Assessment.

- 2.G** [20-660](#) Action on an Agreement for Services with Milton Security Group, Inc. for Technology Support Including Network and Cyber Security, Advanced Metering Infrastructure (AMI) Implementation, OSIsoft Plant Information (PI) system, and SharePoint [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Approve and authorize the City Manager to execute the Agreement for Services with Milton Security Group, Inc. in an amount not-to-exceed \$400,000, for technology support including network and cyber-security, Advanced Metering Infrastructure (AMI) implementation, OSIsoft Plant Information (PI) system, and SharePoint.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve staff recommendation.

STADIUM AUTHORITY CONSENT ITEMS

- 2.J** [20-583](#) Action to Purchase and/or Award Purchase Orders for Public Safety Supplies and Equipment and Approve Miscellaneous Purchases Incurred After November 8, 2019 [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Alternatives 1, 2 and 3.

1. Authorize the Executive Director to purchase and/or execute purchase orders with specified vendors for the public safety supplies and equipment outlined in the report (Motorola APX 6000 Radio/Charger/Battery; Radio Earpieces; Battery Pack for JHAT Crew; Small Cooler and Ice Pack; Mass Decontamination Hydrant Nozzles; Stadium Vehicles (Gator & Kubota) Upfits; Storage Conex Garage for Apparatus; Heavy Lift Kit; Stadium Personal Protective Equipment; Body Worn Cameras; Motor Vehicle Barricades; Bicycles; Radio Batteries; Radios; Radio Chargers; Safety Gear for Special Event Officers & Traffic Control Personnel; and Explosive Ordinance Detection Blankets/Water Barrier), pursuant to Chapter 2.105 of the Santa Clara City Code and in an amount not-to-exceed \$817,887, the budgeted amount in the Stadium Authority FY 2020/21 CapEx Budget for the items;
2. Authorize the Executive Director to purchase future publications for required Stadium Authority public hearing items in the City's official newspaper, Santa Clara Weekly, and approve the final costs of the three publications that were purchased for June 17 and 24, and July 1, 2020; and
3. Approve the miscellaneous expenses detailed in Attachment 2 that were incurred by the Stadium Authority and the City on behalf of the Stadium Authority (to be reimbursed by the Stadium Authority) between November 8, 2019 and June 4, 2020.

A motion was made by Boardmember Davis, seconded by Vice Chair Hardy, to approve staff recommendation.

- 2.K** [20-510](#) Authorization to Seek Reimbursement of City Public Safety and Traffic Control Purchases from the Forty Niners Stadium Management Company and Forty Niners SC Stadium Company [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Alternatives 1 and 2:

1. Authorize the City Manager to purchase and/or award Purchase Orders for City public safety and traffic control supplies, equipment and services that are reimbursable by the Stadium Manager or StadCo, pursuant to applicable sections under Chapter 2.105 ("Finance Department") of the Santa Clara City Code; and
2. Retroactively approve the expenses incurred by the City for public safety and traffic control supplies, equipment and services that are reimbursable by the Stadium Manager or StadCo.

A motion was made by Boardmember Davis, seconded by Vice Chair Hardy, to approve staff recommendation.

- 2.L** [20-603](#) Action on Stadium Authority Bills and Claims for the Month of March 2020 [Board Pillar: Enhance Community Engagement and Transparency]

Recommendation: Approve the list of Stadium Authority Bills and Claims for March 2020.

A motion was made by Boardmember Davis, seconded by Vice Chair Hardy, to approve staff recommendation.

- 2.N** [20-676](#) Authorization to Award a Purchase Order for Stadium Builder Licenses Digitization Services [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Alternatives 1 and 3.

1. Authorize the Executive Director to award a Purchase Order pursuant to the appropriate Purchasing Sections under 2.105 of the Santa Clara City Code; and
3. Note and file the July 2, 2020 letter to the Stadium Manager regarding SBLs with Calculation Errors and the Stadium Authority's request for their plan to address errors.

A motion was made by Boardmember Davis, seconded by Vice Chair Hardy, to approve staff recommendation.

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

- 2.H [20-671](#) Action to Authorize the City Manager to Execute Agreements with SHAC Tasman CDM Apartments LLC for the Construction of Park Improvements and the Maintenance of the Park in perpetuity within the Tasman East Area [Council Pillar: Enhance Community Sports, Recreation and Art Assets]

Recommendation: Authorize the City Manager to execute the Park Improvement Agreement and the Park Maintenance Agreement with SHAC Tasman CDM Apartments LLC, and to make minor, non-substantive changes as necessary.

Councilmember Watanabe pulled this item for information and requested staff to return with information on the progress made at Tasman East.

Public Speaker(s): Susan Hinton
(Assistant City Clerk Pimentel read eComment)

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to authorize the City Manager to execute the Park Improvement Agreement and the Park Maintenance Agreement with SHAC Tasman CDM Apartments LLC, and to make minor, non-substantive changes as necessary.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.I [20-662](#) Action to Delegate Authority to Mayor Gillmor and Chief Nikolai to Establish An Ad Hoc Committee in Support of the "Commit to Action" Initiative [Community Pillar: Enhance Community Engagement and Transparency]

Recommendation: Staff recommends Alternative 1: Delegate authority to Mayor Gillmor and Chief Nikolai to establish an ad hoc committee in support of community dialogue on a Santa Clara plan to address systemic racism and the Commit to Action Initiative during the July/August City Council recess with a status update to the Council no later than the September 29, 2020 City Council meeting.

Councilmember Watanabe pulled this item for further clarification.

Public Speaker(s): Darius Brown
Morgan Goldstein (Assistant City Clerk read eComments into the record)

A motion was made by Councilmember Watanabe, seconded by Davis, to approve Alternative 1: delegate authority to Mayor Gillmor and Chief of Police Nikolai to establish an ad hoc committee in support of community dialogue on a Santa Clara plan to address systemic racism and the Commit to Action Initiative during the July/August City Council recess with a status update to the Council no later than the September 29, 2020 City Council meeting.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

2.M [20-615](#) Note and File this Informational Report on FY2019/20 Net Loss on Non-NFL Events [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

Recommendation: Note and file the Informational Report on FY2019/20 Net Loss on Non-NFL Events.

Boardmember O'Neill pulled this item for further clarification.

Stadium Authority Treasurer Lee gave a PowerPoint Presentation and addressed Board questions.

A motion was made by Boardmember O'Neill, seconded by Vice Chair Hardy, to note and file the Informational Report on FY2019/20 Net Loss on Non-NFL Events.

Aye: 6 - Vice Chair Hardy, Boardmember O'Neill, Boardmember Davis, Boardmember Watanabe, Boardmember Chahal, and Chair Gillmor

PUBLIC HEARING/GENERAL BUSINESS

3. [20-642](#) Authorize the Negotiation and Execution of a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street [APN: 230-08-078] [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

Recommendation: Alternative 1:
Authorize the City Manager to negotiate and execute a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC consistent with the terms in the staff report for the development of a City-owned parcel located at 500 Benton Street.

Assistant City Manager Shikada gave a PowerPoint Presentation.

Kelly Macy (Republic Metropolitan LLC) provided comments to Council regarding the site located at 500 Benton Street.

Public Speaker(s): Vince Rocha Robert Fitch
 Richard Bonito Jerry Smith
 Anthony Becker Robert Marshall
 David Cajigas Suds Jain
 Robert Mayer Donna West
 Kathleen Romano Alex Shoor
 Mike Walke Ruben Camacho
 John Elwood Patricia Leung
 Adam Thompson Cheryl Walsh
 Jonathan Evans (read eComments into the record
 from Debra Von Huene)

Kelly Macy (Republic Metropolitan LLC) provided comments to address Council questions and comments from the public.

Councilmember O'Neill suggested that Republic Metropolitan work with community organizations like CatalyzeSV to assist with community engagement.

A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve Alternative 1: authorize the City Manager to negotiate and execute a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC consistent with the terms in the staff report for the development of a City-owned parcel located at 500 Benton Street up to one year.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

Council took recess at 4:50 PM and reconvened the meeting at 5:20 PM.

4. [20-689](#) Adopt a Resolution Ordering the Submission of a Ballot Measure to the Qualified Electors of the City; Calling for a Special Municipal Election to be Held in the City of Santa Clara on Tuesday, November 3, 2020 for the Purpose of Submitting to City Voters a Measure to Increase the Transient Occupancy Tax (TOT) Rate in an Amount Up to 4%; Requesting Consolidation with the Presidential General Election and Election Services from Santa Clara County; Directing the City Attorney to Prepare an Impartial Analysis; and Setting Priorities for Ballot Arguments [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Alternative 1:
Adopt a resolution ordering submission of a ballot measure to the qualified electors of the City; calling for a Special Municipal Election to be held in the City of Santa Clara on Tuesday, November 3, 2020 for the purpose of submitting to City voters a measure to increase the Transient Occupancy Tax Rate in an amount up to 4%; requesting consolidation with the Presidential General Election and election services from Santa Clara County; directing the City Attorney to prepare an impartial analysis; setting priorities for ballot arguments; and approval of the draft amendment to the Santa Clara City Code to incorporate the proposed changes if the measure is approved by the voters.

Assistant City Manager Bojorquez gave a PowerPoint Presentation.

Staff Recommendation with correction to the ballot question language "up to approximately \$7 million" in the resolution.

Establish an ad hoc committee to draft Ballot Argument with Mayor Gillmor, CM Chahal and VM Hardy

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve Alternative 1: adopt Resolution No. 20-8878 ordering submission of a ballot measure to the qualified electors of the City; calling for a Special Municipal Election to be held in the City of Santa Clara on Tuesday, November 3, 2020 for the purpose of submitting to City voters a measure to increase the Transient Occupancy Tax Rate in an amount up to 4%; requesting consolidation with the Presidential General Election and election services from Santa Clara County; directing the City Attorney to prepare an impartial analysis; setting priorities for ballot arguments; and approval of the draft amendment to the Santa Clara City Code to incorporate the proposed changes if the measure is approved by the voters with an amendment to the ballot question language in the resolution to reflect the following: "up to approximately \$7 million."

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

A motion was made by Councilmember Davis, seconded by Councilmember Chahal, to establish an Ad Hoc Committee to draft a Ballot Argument with Mayor Gillmor, Councilmember Chahal and Vice Mayor Hardy.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

5. [20-695](#) Adoption of a Resolution Setting Rates for Overall Solid Waste Services, Annual Clean-up Campaign, and Household Hazardous Waste in the Exclusive Franchise Area; Report responding to Councilmember Chahal's Analysis; and Consideration of Council Action on a Rate Assistance Program, including Budget Amendment action [Council Pillars: 1) Deliver and Enhance High Quality Efficient Services and Infrastructure; 2) Sustainability]

Recommendation: Alternative 1:
Adopt a Resolution setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, annual Clean-up Campaign, and household hazardous waste in the exclusive franchise area, effective for the utility bills issued for services rendered on August 1, 2020.

Assistant City Manager Pineda gave a PowerPoint Presentation.

Councilmember Chahal gave a PowerPoint Presentation.

Councilmember Watanabe provided emails for the record.

Public Speaker(s): Chirag
Harbir Bhatia
Suds Jain
Matthew Hancock
Brooks
Ajaipal Chahal
#7069
Anthony Becker

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve Alternative 1: adopt Resolution No. 20-8879 setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, annual Clean-up Campaign, and household hazardous waste in the exclusive franchise area, effective for the utility bills issued for services rendered on August 1, 2020 and Alternative 3: adopt Option 2 - provide a \$3.00 per month discount implemented for 6-month period to all 25,837 customer accounts in the City; and begin exploring long-term utility financial assistance to families affected by COVID-19 Pandemic.

Aye: 4 - Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

Nay: 2 - Vice Mayor Hardy, and Councilmember Chahal

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

[20-652](#)

Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

ADJOURNMENT

The meeting was adjourned at 8:49 PM in memory of **Louis M. Bini** (Long-time Santa Clara Resident).

A motion was made by Council/Boardmember Davis, seconded by Council/Boardmember O'Neill, to adjourn the meeting.

Aye: 6 - Vice Mayor/Chair Hardy, Council/Boardmember O'Neill, Council/Boardmember Davis, Council/Boardmember Watanabe, Council/Boardmember Chahal, and Mayor/Chair Gillmor

[20-702](#)

Adjournment of the July 14, 2020 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, August 18, 2020 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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)

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City of Santa Clara

Special Meeting Minutes

City Council Meeting

08/17/2020

4:00 PM

Parks & Recreation Commission Interviews
City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/93506428130>

Meeting ID: 935 0642 8130 or

- o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)

- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

For those individuals that do not have the above access, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment will be given from that location.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. The Mayor will be present for the meeting with Councilmembers and department heads participating remotely. A limited number of staff will also be present.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara to commence and convene on August 17, at 4:00 PM for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM COUNCIL SPECIAL MEETING

Call to Order

Mayor Gillmor called the Special Meeting to order at 4:05 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 6 - Vice Mayor Karen Hardy, Councilmember Teresa O'Neill, Councilmember Debi Davis, Councilmember Kathy Watanabe, Councilmember Raj Chahal, and Mayor Lisa M. Gillmor

PUBLIC PRESENTATIONS

None.

INTERVIEWS

1. [20-761](#) Interviews and Action on Appointment (2 vacancies) to the Parks & Recreation Commission

Recommendation: Appoint two commissioners to serve on the Parks & Recreation Commission for a full-term ending June 30, 2024.

Council conducted interviews virtually via Zoom to appoint two Commissioners to the Parks & Recreation Commission to fill two full terms expiring June 30, 2024.

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to appoint applicants Kelly Gonzalez and Derreck Carter-House to fill the two terms expiring June 30, 2024 and establish an eligibility list to fill future vacancies to expire on June 30, 2021 with applicant Dana Caldwell.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

ADJOURNMENT

The meeting was adjourned at 8:00 PM.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adjourn the meeting.

Aye: 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

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MEETING DISCLOSURES

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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)

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City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](#)

Agenda Report

20-19

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes [Enhance Community Engagement and Transparency]

RECOMMENDATION

Note and file the Minutes of:

Planning Commission - April 22, 2020

Audit Committee - March 4, 2020

Senior Advisory Commission - February 24, 2020

Historical and Landmarks Commission - September 3, 2020

Cultural Commission - March 2, 2020



City of Santa Clara

Meeting Minutes

Planning Commission

04/22/2020

6:00 PM

City Hall Council Chambers

Recission of Prior Cancellation Notice: The City previously issued a cancellation notice for this meeting on March 16, 2020. The cancellation notice is hereby rescinded.

COVID-19 NOTICE - Consistent with the California Governor's Executive Order No. N-29-20 and the Santa Clara County Health Officer's March 31, 2020 Shelter in Place Order which supersedes the March 16, 2020 Order, Planning Commissioners will be teleconferencing from remote locations. A limited number of staff will be present. The meeting set-up is in accordance with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people in gatherings.

The public can view the meeting online at Santacalaraca.gov, City of Santa Clara Television (Comcast cable channel 15 or AT&T U-verse channel 99) or the livestream on City of Santa Clara Facebook page and City of Santa Clara Youtube Channel.

Public Comments prior to meeting may be submitted via email to planning@santacalaraca.gov no later than 4 p.m. on the day of the meeting; and also before and during the meeting via Ecomment. To utilize Ecomment, please visit the following website: <https://santacalara.legistar.com/Calendar.aspx>, and select the "Ecomment" link next to the Planning Commission meeting for April 22.

We highly encourage citizens to stay at home and provide public comment remotely however, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment may be made from that location.

6:00 PM REGULAR MEETING

Call to Order

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

Pledge of Allegiance and Statement of Values

Roll Call

Present 7 - Commissioner Steve Kelly, Commissioner Yuki Ikezi, Commissioner Sudhanshu Jain, Chair Lance Saleme, Commissioner Anthony Becker, Vice Chair Nancy A. Biagini, and Commissioner Priya Cherukuru

DECLARATION OF COMMISSION PROCEDURES

Chair Becker read the Declaration of Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

1. No Items

PUBLIC PRESENTATIONS**PUBLIC HEARING**

2. [20-302](#) STUDY SESSION: Update on Proposed Changes to the City's Transportation Analysis Methodology from Level of Service to Vehicle Miles Traveled

Transportation Consultant Karen Mack provided a Powerpoint presentation and announced that this policy will be presented at an upcoming Council Meeting Study Session.

Staff presented information on existing VMT levels in the City, County, and regionally, how the VTA's Evaluation Tool calculates VMT, and staff's recommendations for key policy items. Planning Commissioners provided feedback about the proposed threshold of significance and the level of VMT reduction that a project would be required to target in order to receive a "less-than-significant" finding.

Public Comments received via ecomment (read by Staff):

Betsy Megas spoke in support of the proposed policy and spoke urging staff to continue to further review TDM measures to reduce traffic and increase air quality, health and quality of life.

Diane Harrison spoke in support of the proposed policy and added that the Commission should consider bicycle safety and provided a copy of a presentation she made at a previous BPAC meeting.

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

2. Development Review Hearing

Planning Manager Reena Brilliot provided updates and noted that projects going forward at this time, during COVID, are deemed essential.

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

Planning Manager Reena Brilliot noted that there will be a training by Urban Land Institute (ULI) on June 15.

Commissioner Biagini reported that she attended the League of California Cities Planning Commissioner Academy in Sacramento, March 4 - 6, 2020 and it was excellent and very informative.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Planning Manager Reena Brilliot announced that the ULI presentation is expected to cost \$3,000.

2. Upcoming Agenda Items

Planning Manager Reena Brilliot provided updates.

3. City Council Actions

No items were discussed.

ADJOURNMENT:

The meeting adjourned at 8:42 p.m.

The next meeting is Wednesday, May 27, 2020 at 6 p.m.

A motion was made by Commissioner Biagini, seconded by Commissioner Jain to adjourn the meeting.

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru



City of Santa Clara

Meeting Minutes

Audit Committee

03/04/2020

3:30 PM

CMO Staff Conference Room

CALL TO ORDER AND ROLL CALL

Chair Gillmor called the meeting to order at 3:32 P.M.

Present 3 - Chair Lisa M. Gillmor, Member Kathy Watanabe, and Member Karen Hardy

CONSENT CALENDAR

1. [20-266](#) Audit Committee Minutes

Recommendation: Approve the Audit Committee minutes of December 9, 2019.

A motion was made by Committee Member Hardy, seconded by Committee Member Watanabe, to approve staff recommendation.

Aye: 3 - Chair Gillmor, Member Watanabe, and Member Hardy

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. [20-230](#) Overview of the Draft Single Audit Report for Fiscal Year Ended June 30, 2019

Recommendation: Accept the Single Audit Report for Fiscal Year Ended June 30, 2019 and recommend that the reports are forwarded for note and file to the full Council at the March 17, 2020 Council and Authorities Concurrent meeting.

A motion was made by Committee Member Hardy, seconded by Committee Member Watanabe, to approve staff recommendation.

Aye: 3 - Chair Gillmor, Member Watanabe, and Member Hardy

3. [20-306](#) Overview of the City Auditor's Office Semi-Annual Status Report as of December 31, 2019 and the Contract Audit of the Public Affairs and Media Relation Services

Recommendation: Accept the City Auditor's Office Semi-Annual Status Report as of December 31, 2019 and the Contract Audit of the Public Affairs and Media Relation Services and recommend that the reports are forwarded for note and file to the full Council at the March 17, 2020 Council and Authorities Concurrent meeting.

A motion was made by Committee Member Watanabe, seconded by Committee Member Hardy, to approve staff recommendation.

STAFF REPORT

COMMITTEE REPORT

ADJOURNMENT

Chair Gillmor adjourned the meeting at 3:59 P.M.

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



City of Santa Clara

Meeting Minutes

Senior Advisory Commission

02/24/2020

10:00 AM

Mission Branch Library
1098 Lexington Street
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

The regular meeting was called to order by Chair, Nancy Toledo at 10:02 a.m.

- Present** 6 - Commissioner Wanda Buck, Vice Chair Grant L. McCauley, Commissioner Carolyn Seeger, Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner Ana Segovia
- Absent** 1 - Commissioner Judy Hubbard

A motion was made by Commissioner Buck, seconded by Commissioner Seeger to excuse Commissioner Hubbard.

Aye: 6 - Commissioner Buck, Vice Chair McCauley, Commissioner Seeger, Chair Toledo, Commissioner Narciso, and Commissioner Segovia

Absent: 1 - Commissioner Hubbard

CONSENT CALENDAR

- 1.A [20-208](#) Senior Advisory Commission Minutes of January 27, 2020

Recommendation: Approve the Senior Advisory Commission Minutes of January 27, 2020.

A motion was made by Commissioner Buck, seconded by Commissioner McCauley, to approve the Senior Advisory Minutes of February 24.

Aye: 6 - Commissioner Buck, Vice Chair McCauley, Commissioner Seeger, Chair Toledo, Commissioner Narciso, and Commissioner Segovia

Excused: 1 - Commissioner Hubbard

PUBLIC PRESENTATIONS

Community member **Tom Freitas** expressed an interest in seeing more exercise equipment added to Fremont Park.

GENERAL BUSINESS**2. [20-209](#) Senior Advisory Commission FY2019/20 Work Plan and Goals**

Relating to goal 2.a - **Commissioners Hubbard, Segovia, and Toledo** shared with the Commission that they met to discuss the five (5) W's (who, what, when, where, why) regarding transportation feasibility. They developed an outline to focus on the following:

- Who is our target market?
- What are we trying to accomplish?
- How are we going to address the transportation issue?
- Why are we researching transportation options?
- When do we start and end?

Relating to goal 3.a - **Supervisor Herb** shared with the Commission that the remaining Senior Center staff were taking the Dementia Friend online awareness training and should be completed by the end of March.

Relating to goal 3.b - **Supervisor Herb** shared with the Commission that the article featuring **Commissioner Buck** for the Senior Center March Newsletter was well written by **Commissioner Narciso**.

Relating to goal 4.a - **Commissioners McCauley and Toledo** updated the Commission on the Health & Wellness Fair:

- Tea Meditation is confirmed
- 40 RSVP's have been received
- Waiting to hear if Kaiser is bringing a mobile van

Relating to goal 4.b - **Supervisor Herb** reminded the Commission that the "Don't Get Caught" Elder Fraud Presentation will be held on Wednesday, March 4 from 10:00 - 11:30 am.

STAFF REPORT

Supervisory Herb shared a resource with the Commission regarding the LTC Ombudsman Program provided by Catholic Charities of Santa Clara.

Recreation Manager Castro informed the Commission about the upcoming Friday Night Live series put on by the Cultural Arts Commission, on Friday, March 6 at the Triton Museum.

COMMISSIONERS REPORT

Commissioner Buck shared with the Commission that she's enjoying the Leadership Santa Clara Program.

Commissioner Toledo shared with the Commission that she attended the quarterly Age-Friendly meeting through Santa Clara County. The topic of transportation was discussed at the meeting.

ADJOURNMENT

A motion was made by Commissioner McCauley, seconded by Commissioner Seeger, that the meeting be adjourned.

Aye: 6 - Commissioner Buck, Vice Chair McCauley, Commissioner Seeger, Chair Toledo, Commissioner Narciso, and Commissioner Segovia

Excused: 1 - Commissioner Hubbard

The next scheduled meeting is on March 23, 2020 at the Senior Center



City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

09/03/2020

6:00 PM City Manager's Staff Conf. Room - Adjacent to City Hall
Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

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

Public Comments prior to meeting may be submitted via email to HistoricalLandmarksCommission@santaclaraca.gov no later than noon on the day of the meeting.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. Historical and Landmarks Commissioners will be participating remotely. A limited number of staff will also be present.

We highly encourage interested members of the public to stay at home and provide public comment remotely. Any members of the public wishing to come in person should first check-in at the City Manager's Conference Room. City staff may direct you to wait in the City Hall cafeteria or outside the Council Chambers until your item of interest is discussed in order to maintain sufficient social distancing guidelines.

PUBLIC PARTICIPATION IN ZOOM WEBINAR:

Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, you may leave the meeting.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:01 p.m.

Present 6 - Chair Patricia Leung, Vice Chair Stephen Estes, Commissioner Ana Vargas-Smith , Commissioner Michael Celso , Commissioner Megan Swartzwelder , and Commissioner Kathleen Romano

Absent 1 - Commissioner J.L. "Spike" Standifer

CONSENT CALENDAR

1. [20-776](#) Historical and Landmarks Commission Minutes of June 4, 2020

Recommendation: Approve the Historical and Landmarks Commission Minutes of June 4, 2020.

A motion was made by Commissioner Celso, seconded by Commissioner Estes to approve the Historical and Landmarks Commission Minutes for the meeting of June 4, 2020.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

HLC Advisor Introductions - 20 minutes

Craig Mineweaser, AIA - HLC Architectural Advisor

Linda Hylkema, MA, RPA - HLC Archeological Advisor

Lorie Garcia - City Historian and HLC Historical Advisor

2. [20-777](#) Action on Other Business before Historical and Landmarks Commission

Recommendation: There are two items for consideration.

- Plaque Request for 1490 Santa Clara Street
- Work Plan

A motion was made by Commissioner Celso, seconded by Commissioner Romano that the Historical and Landmarks Commission approve the request for a wood plaque for 1490 Santa Clara Street "c.1863" if found to be similar in price to a bronze plaque.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer

A motion was made by Commissioner Romano, seconded by Commissioner Swartzwelder to approve the 2020 Work Plan and establish two subcommittees to focus on items 3 and 4 in the Work Plan.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer

3. [20-803](#) Election of Historical and Landmarks Commission Chair and Vice Chair

Recommendation: Elect a new Historical and Landmarks Commission Chair and Vice-chair.

A motion was made by Commissioner Swartzwelder, seconded by Commissioner Vargas-Smith to re-elect Chair Leung for the term through June 2021.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer

A motion was made by Commissioner Romano, seconded by Commissioner Vargas-Smith to re-elect Vice Chair Estes for the term through June 2021.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer

STAFF REPORT

COMMISSIONERS REPORT

Boards and Committee Assignments - 15 minutes

Commissioners present reported on assignments.

Note: Agenda had incorrect Board and Committee Assignments. The updated assignments are listed below.

- Santa Clara Arts and Historic Consortium (Estes / Leung Alternate)
- Historic Preservation Society of Santa Clara (Vargas-Smith)
- Old Quad Residents Association (Leung / Vargas-Smith as alternate)
- Development Review Hearing (Romano / Vargas-Smith as alternate)
- Agnews Historic Cemetery Museum Committee (Standifer / Romano as alternate)
- BART/ High Speed Rail/ VTA BRT Committee (Vargas-Smith / Swartzwelder as alternate)
- Zoning Ordinance Update (Swartzwelder / Romano as alternate)
- El Camino Real Specific Plan Community Advisory Committee (Leung)
- Downtown Revitalization (Vargas-Smith / Romano as alternate)

Announcements and Other Items - 10 minutes

No additional items.

Commissioner Travel and Training Requests - 10 minutes

No travel or training reported. No requests to attend training.

ADJOURNMENT

A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Celso to adjourn the meeting.

The meeting adjourned at 9:30 p.m.

The next meeting is on Thursday, October 1, 2020 at 6 p.m.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Absent: 1 - Commissioner Standifer



City of Santa Clara

Meeting Minutes Cultural Commission

03/02/2020

7:00 PM

Senior Center
1303 Fremont Street
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Samara at 7:03P.M.

Present 6 - Chair Louis Samara, Commissioner Harbir Bhatia, Commissioner Niha Mathur, Commissioner Debra von Huene, Commissioner Candida Diaz, and Vice Chair Jonathan Marinaro

Absent 1 - Commissioner Teresa Sulcer

CONSENT CALENDAR

1. [20-200](#) Cultural Commission Regular Meeting Minutes of January 6, 2020

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of January 6, 2020.

Approve the Cultural Commission minutes of January 6, 2020. The following changes were made to the minutes:

Commissioner Report:

- Commissioner von Huene- She attended Catalyze Silicon Valley meeting and did not attend the Triton Museum Meeting.
- Commissioner Sulcer and Samara attended the Triton Museum meeting.

A motion was made by Commissioner von Huene and seconded by Commissioner Marinaro, that this item be adopted with amendments. The motion carried by the following vote:

Aye: 6 - Chair Samara, Commissioner Bhatia, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

Absent: 1 - Commissioner Sulcer

2. [20-237](#) Cultural Commission Regular Meeting Minutes of February 3, 2020

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of February 3, 2020.

**The Commissioner quorum for the February meeting was not met.
As such, no action was taken on the February meeting minutes.**

PUBLIC PRESENTATIONS

GENERAL BUSINESS

3. [20-201](#) Discussion of Cultural Commission Work Plan FY2019/21

Recommendation: Discuss the Work Plan FY 2019/21 and note accomplishments to date.

The Commission discussed the following work plan goals and provided updates:

GOAL #1: Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity.

a. Friday Night Live

3/6/2020 - at Triton, Broceliande; 4/3/2020 - at Triton, Bossa Blue.

- b.** A Friendship City Event will be developed in partnership with the Korean Federation and hosted at the Community Recreation Center on May 8, 2020. The Commission will allocate \$1,800 to the event.

c. Summer Concert Series

Scheduled and booked - see work plan for detail.

d. Street Dance

Scheduled and booked - see work plan for detail.

GOAL #2: Develop and encourage interactive, art opportunities to provide temporary, performing, cultural, and public art in the city.

- a.** Advise and recommend public art to City Council, ongoing.
- b.** Host City Utility Box Program, 3 of 5 Completed.
- c.** Host Halloween and Holiday Home Decorating Contests and recognition, Completed for FY 19/20 and will be developed for FY 20/21 with recommendations by City Council to host to nominations by District.
- d.** Support City Council to explore new funding sources for public art, ongoing.
- e.** Recommend funding grants and support for community cultural groups, March 2020.
- f.** Partner with citizen groups to place temporary, interactive art in public places and in community celebrations. Commissioner von Hueve reported 25 entries were received for the Sculpture Exhibit and a Committee has been formed to rate the entries. An ad will be posted in Content Magazine advertising the exhibit. The exhibit will be hosted in City Hall, Central Park Library, Mission Library and the Northside Library from April to September. An artists reception will be hosted by the Triton Muesum and the date is to be determined.
- g.** Attend Americans for the Arts Conference, June 25-28, 2020 Washington, D.C. Commissioner von Huene will attend as suggested the Commission attend The California for the Arts Conference in Sacramento on Tuesday, April 14, 2020.

GOAL #3: Raise visibility of commemorative months

- a. Partner with community groups to host and promote commemorative month's honoree. Developed scope of work 1/2020. Suggested discussion with Economic Development & Marketing Committee.
via Cultural Commission representatives.

4. [20-203](#) City of Santa Clara Commission Conference and Travel Protocols

Recommendation: Note and file.

Staff provided an overview of City policies governing Commissioner travel. No action was taken on this item.

STAFF REPORT

Manager Castro reported at the Mission Center for the Performing Arts can host the following dates for Commission events: October 2, 2020; Noember 5, 2020; and March 5, 2021. Community listening events will be hosted by the City in the month of April to gain resident feedback on the intrastructure needs of the City. The Commission is encouraged to attend at least one of the meetings.

COMMISSIONERS REPORT

Commissioner Marinaro visited Hawaii and attended the Opera in San Francisco.

Commissioner Bhatia visited her families original home in India and attended a film festial that promoted healing from community violence.

Commissioner von Huene attended a reception at the Triton Muesum to promote a new exhibit.

ADJOURNMENT

Commissioner Marinaro motioned and Commissioner von Huene seconded to adjourn the meeting at 8:30 P.M.

Aye: 6 - Chair Samara, Commissioner Bhatia, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

Absent: 1 - Commissioner Sulcer

The Commission is adjourned to April 6, 2020.



Agenda Report

20-831

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Bills and Claims Report (CC, SA, HA) for the period September 5th, 2020 - September 18th, 2020 [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

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

The Bills and Claims Report represents the cash disbursements required for operations of the City during the period. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process.

DISCUSSION

Significant expenditures in this time period include:

- Payment to Tri-Dam Project/Power Authority in the amount of \$2,504,205 for August 2020 Hydroelectric purchase.
- Payment to G. Bortolotto & Company, Inc., in the amount of \$875,515 for July 2020 progress billing of 2020 Pavement Preservation Project.
- Payment to Friant Power Authority in the amount of \$713,603 for August 2020 Hypro energy purchase.
- Payment to Unisys Inc., in the amount of \$687,238 for July 2020 information technology (IT) services.
- Payment to Ameresco in the amount of \$607,283 for August 2020 energy (Landfill Gas) purchase and operations and maintenance (O&M) of Vasco Land Fill.
- Payment to San Francisco Public Utilities Commission in the amount of \$562,060 for August 2020 water purchase.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$1,215. These expenses are reimbursed to the City by the Stadium

Authority.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The expenditures of \$8,698,505 were appropriated to various funds with the adoption of the Fiscal Year 2020/21 Budget, as amended.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Bills and Claims for September 5, 2020 - September 18, 2020.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bills and Claims Approved for Payment Report



City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/10/2020
Run Time 9:59:01 AM

Sorted by Payment Number

Payment No: 016987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA VALLEY WATER DIST	00477888	GN101318	2020 JAN-JUN WTR CONSRVTN PROG	Water Utility	1,505.00
				Total for Payment No.:		1,505.00

Payment No: 016988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BENEFIT COORDINATORS CORP	00478406	33496SEP2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	4,890.40
09/11/2020	BENEFIT COORDINATORS CORP	00478406	33496SEP2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	8,719.18
09/11/2020	BENEFIT COORDINATORS CORP	00478406	33496SEP2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	3,613.08
09/11/2020	BENEFIT COORDINATORS CORP	00478406	33496SEP2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	4,091.83
09/11/2020	BENEFIT COORDINATORS CORP	00478406	33496SEP2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	13,517.89
				Total for Payment No.:		34,832.38

Payment No: 016989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CARIE T ROSE	00478413	08/23/20-09/05/20DR	WAGE ATTACHMENT B2019	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 016990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	CITY OF SANTA CLARA EMPLOYEES	00478416	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	2,539.00
Total for Payment No.:						2,539.00

Payment No: 016991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	INTL FIREFIGHTERS LOCAL 1171	00478414	08/09/20-09/05/20A	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	33,056.78
Total for Payment No.:						33,056.78

Payment No: 016992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	INTL FIREFIGHTERS LOCAL 1171	00478412	08/09/20-09/05/20	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,608.00
Total for Payment No.:						4,608.00

Payment No: 016993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PUBLIC SAFETY NON-SWORN	00478415	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	2,950.00
Total for Payment No.:						2,950.00

Payment No: 016994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	WORKTERRA	00478425	08/23/20-09/05/20	FLEX SPENDING DEP/HEALTH B2019	Payroll Liability&ClearingAcct	4,734.33
09/11/2020	WORKTERRA	00478425	08/23/20-09/05/20	FLEX SPENDING DEP/HEALTH B2019	Payroll Liability&ClearingAcct	555.12
09/11/2020	WORKTERRA	00478425	08/23/20-09/05/20	FLEX SPENDING DEP/HEALTH B2019	Payroll Liability&ClearingAcct	7,574.44
09/11/2020	WORKTERRA	00478425	08/23/20-09/05/20	FLEX SPENDING DEP/HEALTH B2019	Payroll Liability&ClearingAcct	515.25
Total for Payment No.:						13,379.14

Payment No: 016995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ACT ENVIRO	00477892	294527	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
09/11/2020	ACT ENVIRO	00477892	294527	8 HRS LABOR CHEMIST 8/12/20	Electric Utility	536.00
09/11/2020	ACT ENVIRO	00477892	294527	SUPPLIES	Electric Utility	150.00
09/11/2020	ACT ENVIRO	00477892	294527	HAND PUMP LARGE	Electric Utility	50.00
09/11/2020	ACT ENVIRO	00477892	294527	PPE GEAR LEVEL D	Electric Utility	8.00
09/11/2020	ACT ENVIRO	00477892	294527	GEAR TRUCK (BOB TAIL) 8/12/20	Electric Utility	125.00
				Total for Payment No.:		938.52

Payment No: 016996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AIRGAS USA, LLC	00477834	9104190106	MEDICAL OXYGEN STATION 1	General Fund	153.46
09/11/2020	AIRGAS USA, LLC	00477835	9104190107	MEDICAL OXGYEN STATION 3	General Fund	153.46
09/11/2020	AIRGAS USA, LLC	00477836	9104190108	MEDICAL OXYGEN STATION 5	General Fund	153.46
09/11/2020	AIRGAS USA, LLC	00477837	9104190109	MEDICAL OXYGEN STATION 6	General Fund	153.46
				Total for Payment No.:		613.84

Payment No: 016997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ANIXTER INC.	00478383	4631246-05	WIRE, BARE, CU, #4, SOLID, SOF	Electric Utility	1,090.00
				Total for Payment No.:		1,090.00

Payment No: 016998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BAKER & TAYLOR BOOKS	00477946	2035431100	1235 AD BK	General Fund	54.28
09/11/2020	BAKER & TAYLOR BOOKS	00477947	2035431099	1233 AD BK	General Fund	143.51
				Total for Payment No.:		197.79

Payment No: 016999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BOUNDTREE MEDICAL LLC	00477838	83734591	MEDICAL SUPPLIES - COVID19	Other City Dept Op Grant Fund	1,226.62
09/11/2020	BOUNDTREE MEDICAL LLC	00477839	83739660	MEDICAL SUPPLIES - MEDICATION	General Fund	339.25
09/11/2020	BOUNDTREE MEDICAL LLC	00477840	83743001	MEDICAL SUPPLIES - STATPACKS	General Fund	503.67
				Total for Payment No.:		2,069.54

Payment No: 017000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CINTAS CORP #630	00477889	4059186377	UNIFORMS	General Fund	397.97
09/11/2020	CINTAS CORP #630	00477889	4059186377	UNIFORMS	General Fund	4.51
09/11/2020	CINTAS CORP #630	00477890	4058555303	CLEANERS	General Fund	49.51
09/11/2020	CINTAS CORP #630	00477890	4058555303	DS1 DISINFECTANT	Other City Dept Op Grant Fund	4.97
09/11/2020	CINTAS CORP #630	00477891	4058555314	CLEANERS	General Fund	47.49
09/11/2020	CINTAS CORP #630	00477891	4058555314	DS1 DISINFECTANT	Other City Dept Op Grant Fund	4.97
09/11/2020	CINTAS CORP #630	00477893	4057846151	CLEANERS	General Fund	34.06
09/11/2020	CINTAS CORP #630	00477893	4057846151	DS1 DISINFECTANT	Other City Dept Op Grant Fund	16.35
09/11/2020	CINTAS CORP #630	00477894	4058139302	CLEANERS	General Fund	68.09
09/11/2020	CINTAS CORP #630	00477894	4058139302	DS1 DISINFECTANT	Other City Dept Op Grant Fund	39.24
09/11/2020	CINTAS CORP #630	00477895	4059183486	CLEANERS	General Fund	34.06
09/11/2020	CINTAS CORP #630	00477895	4059183486	DS1 DISINFECTANT	Other City Dept Op Grant Fund	16.35
09/11/2020	CINTAS CORP #630	00477896	4059183617	CLEANERS	General Fund	34.06
09/11/2020	CINTAS CORP #630	00477896	4059183617	DS1 DISINFECTANT	Other City Dept Op Grant Fund	19.62
09/11/2020	CINTAS CORP #630	00477897	4058938832	CLEANERS	General Fund	34.06
09/11/2020	CINTAS CORP #630	00477897	4058938832	DS1 DISINFECTANT	Other City Dept Op Grant Fund	19.62
09/11/2020	CINTAS CORP #630	00477899	4059183622	CLEANERS	General Fund	34.06

09/11/2020	CINTAS CORP #630	00477899	4059183622	DS1 DISINFECTANT	Other City Dept Op Grant Fund	19.62
09/11/2020	CINTAS CORP #630	00478226	4059332160	2020 AUG WATER UNIFORM SERVICE	Water Utility	314.22
09/11/2020	CINTAS CORP #630	00478226	4059332160	2020 AUG WATER UNIFORM SERVICE	Sewer Utility	314.22
09/11/2020	CINTAS CORP #630	00478227	4059990100	2020 AUG WATER UNIFORM SERVICE	Water Utility	314.22
09/11/2020	CINTAS CORP #630	00478227	4059990100	2020 AUG WATER UNIFORM SERVICE	Sewer Utility	314.22
				Total for Payment No.:		2,135.49

Payment No: 017001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CINTAS CORP #630	00477903	4059578226	UNIFORMS	General Fund	82.27
09/11/2020	CINTAS CORP #630	00477904	4059847103	UNIFORMS	General Fund	64.14
09/11/2020	CINTAS CORP #630	00477959	4059990319	SAFEWASHER MOBILE SVC TAXABLE	Fleet Operation Fund	31.03
09/11/2020	CINTAS CORP #630	00477959	4059990319	FLEET UNIFORMS RENTAL	Fleet Operation Fund	189.13
09/11/2020	CINTAS CORP #630	00477959	4059990319	STREET UNIFORMS RENTAL	General Fund	290.77
				Total for Payment No.:		657.34

Payment No: 017002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	COAST COUNTIES TRUCK	00477747	01108699P	PARTS- V#3256	Fleet Operation Fund	159.00
				Total for Payment No.:		159.00

Payment No: 017003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	COMMERCIAL TREE CARE	00477960	40331	TREE REMOVALS - JULY 2020	General Fund	15,350.00
				Total for Payment No.:		15,350.00

Payment No: 017004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	DIESEL DIRECT WEST	00477751	83697080	DIESEL FIRE STATION #1 TANK#62	Fleet Operation Fund	656.70
09/11/2020	DIESEL DIRECT WEST	00477752	83697081	DIESEL- FIRE STATION #7 TNK#66	Fleet Operation Fund	1,001.77
09/11/2020	DIESEL DIRECT WEST	00477753	83697082	DIESEL- FIRE STAT #9 TANK #68	Fleet Operation Fund	492.29
09/11/2020	DIESEL DIRECT WEST	00477754	83697607	DIESEL-FIRE STAT #8 TANK #67	Fleet Operation Fund	1,359.08
				Total for Payment No.:		3,509.84

Payment No: 017005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ELECTRICAL CONSULTANTS INC	00477852	89545	TRANSMISSI ENG SRV JUL20	Electric Utility Construction	46,069.64
09/11/2020	ELECTRICAL CONSULTANTS INC	00477973	89544	TRANSMISSI ENG SRV JUL20	Electric Utility Construction	9,963.00
09/11/2020	ELECTRICAL CONSULTANTS INC	00478005	87932	TRANSMISSI ENG SRV APR20	Electric Utility Construction	522.00
				Total for Payment No.:		56,554.64

Payment No: 017006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ETHOSENERGY	00478222	IN71838	MATERIALS, SERVICES AND REPAIR	Electric Utility Construction	40,215.50
				Total for Payment No.:		40,215.50

Payment No: 017007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	EUROFINS EATON ANALYTICAL INC	00477869	L0526678	2020 AUG WATER SAMPLING	Water Utility	45.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00477872	L0526953	2020 AUG WATER SAMPLING	Water Utility	45.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00477875	L0527684	2020 AUG WATER SAMPLING	Water Utility	30.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00478229	L0529399	2020 AUG WATER SAMPLING	Water Utility	740.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00478231	L0529401	2020 SEPT WATER SAMPLING	Water Utility	1,365.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00478233	L0529498	2020 SEPT WATER SAMPLING	Water Utility	1,290.00
09/11/2020	EUROFINS EATON ANALYTICAL INC	00478234	L0529501	2020 SEPT WATER SAMPLING	Water Utility	740.00

Total for Payment No.: 4,255.00

Payment No: 017008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GARDENLAND POWER EQUIPMENT	00477901	792061	BLOWER SERVICE KIT	General Fund	142.79
09/11/2020	GARDENLAND POWER EQUIPMENT	00477902	792060	HAND HELD BLOWER	General Fund	3,320.98
Total for Payment No.:						3,463.77

Payment No: 017009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GATES & ASSOC	00478322	53346	GATES&ASSOCIATES-HOMERDIGE PLA	Parks And Recreation	1,659.00
09/11/2020	GATES & ASSOC	00478322	53346	RETENTION	Parks And Recreation	-82.95
Total for Payment No.:						1,576.05

Payment No: 017010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GRAINGER	00477905	9625018347	TAP BOLT	General Fund	36.90
09/11/2020	GRAINGER	00477938	9620905753	SLOW PUSH BUTTON	General Fund	141.35
Total for Payment No.:						178.25

Payment No: 017011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GRAINGER-SAN JOSE	00477866	9621296897	DUCT TAPE - STATION SUPPLY	General Fund	17.77
09/11/2020	GRAINGER-SAN JOSE	00477867	9620914235	STRING WET MOP STATION SUPPLY	General Fund	104.14
09/11/2020	GRAINGER-SAN JOSE	00477868	9620784802	HAMMER DRILL BIT	General Fund	146.01
09/11/2020	GRAINGER-SAN JOSE	00477962	9457247907	CUC SUPPLIES	Solid Waste Program	551.38
09/11/2020	GRAINGER-SAN JOSE	00477963	9603341711	CUC SUPPLIES	Solid Waste Program	17.65
09/11/2020	GRAINGER-SAN JOSE	00477964	9603449886	CUC SUPPLIES	Solid Waste Program	220.24
09/11/2020	GRAINGER-SAN JOSE	00477965	9591072112	CUC SUPPLIES	Solid Waste Program	427.32

Total for Payment No.:	1,484.51
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Payment No: 017012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00477762	168200	PARTS-V#3288	Fleet Operation Fund	48.89
Total for Payment No.:						48.89

Payment No: 017013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	IMAGE SALES INC	00477900	0068760-IN	Cards for membership	General Fund	237.33
Total for Payment No.:						237.33

Payment No: 017014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00477966	4300457-00	SUPPLIES-P&B	General Fund	11.99
09/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00477967	4301152-00	SUPPLIES - P&B	General Fund	93.05
Total for Payment No.:						105.04

Payment No: 017015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	JP GRAPHICS INC	00477968	88010	SUPPLIES-TOW AWAY SIGNS PARKS	General Fund	716.68
Total for Payment No.:						716.68

Payment No: 017016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MILTON SECURITY GROUP LLC	00477885	Q31386	VIZIUM RENEWAL	Electric Utility	3,000.00
Total for Payment No.:						3,000.00

Payment No: 017017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MISSION TRAIL WASTE SYSTEMS	00477969	m614	FOOD SCRAP JUNE 2020	Solid Waste Program	40,179.41
09/11/2020	MISSION TRAIL WASTE SYSTEMS	00477969	m614	MAY 2020 COMMERCIAL FOOD SCRAP	Solid Waste Program	15,291.87
				Total for Payment No.:		55,471.28

Payment No: 017018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MT TIRE SERVICE	00477764	14354	LABOR-V#3213 WO#128049	Fleet Operation Fund	30.00
09/11/2020	MT TIRE SERVICE	00477765	14355	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
09/11/2020	MT TIRE SERVICE	00477936	14334	CUC LOADER FLEET CHECK	Solid Waste Program	60.00
09/11/2020	MT TIRE SERVICE	00477937	14343	LABOR-CUC FLAT REPAIR	Solid Waste Program	60.00
09/11/2020	MT TIRE SERVICE	00477939	14532	LABOR- CUC FLAT REPAIR	Solid Waste Program	145.00
				Total for Payment No.:		415.00

Payment No: 017019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	OLCESE WATER DISTRICT	00478276	100369	PURCHASE OF RECS MAY20	Electric Utility	62,458.00
09/11/2020	OLCESE WATER DISTRICT	00478276	100369	SCHEDULNG COORDINATOR ID MAY20	Electric Utility	500.00
				Total for Payment No.:		62,958.00

Payment No: 017020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00477848	3889347290-2 AUG2020	ELE SV GRIZ MICROWAV JUN&JUL20	Electric Utility	2,178.89
				Total for Payment No.:		2,178.89

Payment No: 017021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00477934	3847680626-0 AUG2020	ELEC SVC GRZ INTAKE TWR JUL20	Electric Utility	320.80

Total for Payment No.: 320.80

Payment No: 017022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00478060	9644211793-1 AUG2020	ELEC SVC GRIZZLY PWRHSE AUG20	Electric Utility	2,626.42
Total for Payment No.:						2,626.42

Payment No: 017023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00478284	8311198632-5 AUG2020	2020 AUG GUADALUPE CHART STATN	Sewer Utility	10.04
09/11/2020	PG&E	00478288	8978316890-2 AUG2020	2020 AUG 700 LOS ESTEROS -SJTP	Sewer Utility	28.28
Total for Payment No.:						38.32

Payment No: 017024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PLAN REVIEW CONSULTANTS INC	00478378	PRC2020-13	AMENDMENT NO 2. APPROVED 5/14/	General Fund	17,870.16
09/11/2020	PLAN REVIEW CONSULTANTS INC	00478379	PRC2020-14	AMENDMENT NO 2. APPROVED 5/14/	General Fund	1,700.00
Total for Payment No.:						19,570.16

Payment No: 017025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PRAXAIR DISTRIBUTION INC	00477933	98466124	IND HIGH PRESSURE>100CF	Electric Utility	120.90
09/11/2020	PRAXAIR DISTRIBUTION INC	00477933	98466124	IND LIQUID 160-200LT HIGH PRES	Electric Utility	144.43
09/11/2020	PRAXAIR DISTRIBUTION INC	00477933	98466124	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
Total for Payment No.:						290.78

Payment No: 017026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	PREFERRED BENEFIT	00478408	EIA34285	SEPT 2020 PREMIUM VISION	Payroll Liability&ClearingAcct	10,257.00
09/11/2020	PREFERRED BENEFIT	00478409	EIA34264	SEPT 2020 DENTAL PREMIUMS 0001	Payroll Liability&ClearingAcct	7,670.13
09/11/2020	PREFERRED BENEFIT	00478410	EIA34263	SEPT 2020 DENTAL PREMIUMS 5&6	Payroll Liability&ClearingAcct	75,577.00
Total for Payment No.:						93,504.13

Payment No: 017027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	REFRIGERATION SUPPLIES DISTRIB	00477909	38451582-00	PD - MOTOR	General Fund	161.96
09/11/2020	REFRIGERATION SUPPLIES DISTRIB	00477910	38453973-00	ELECTRIC CONTROL AC	Electric Utility	262.06
Total for Payment No.:						424.02

Payment No: 017028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SC FUELS	00477779	4385819	UNLD- UTILITY CORP YD TANK#54	Fleet Operation Fund	20,470.35
Total for Payment No.:						20,470.35

Payment No: 017029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	STAPLES ADVANTAGE	00478323	8059160237-BLDGINSP	OFFICE SUPPLIES	General Fund	21.28
09/11/2020	STAPLES ADVANTAGE	00478324	8059160237-BLDGMTCE	OFFICE SUPPLIES	General Fund	308.39
09/11/2020	STAPLES ADVANTAGE	00478325	8059160237-CITYCLERK	OFFICE SUPPLIES	General Fund	-85.11
09/11/2020	STAPLES ADVANTAGE	00478326	8059160237-CMO	OFFICE SUPPLIES	General Fund	62.85
09/11/2020	STAPLES ADVANTAGE	00478327	8059160237-ELECGEN	OFFICE SUPPLIES	Electric Utility	391.18
09/11/2020	STAPLES ADVANTAGE	00478328	8059160237-ELECRES	OFFICE SUPPLIES	Electric Utility	19.29
09/11/2020	STAPLES ADVANTAGE	00478328	8059160237-ELECRES	OFFICE SUPPLIES	Electric Utility	8.64
09/11/2020	STAPLES ADVANTAGE	00478328	8059160237-ELECRES	OFFICE SUPPLIES	Electric Utility	8.64
09/11/2020	STAPLES ADVANTAGE	00478328	8059160237-ELECRES	OFFICE SUPPLIES	Electric Utility	8.63

09/11/2020	STAPLES ADVANTAGE	00478328	8059160237-ELECRES	OFFICE SUPPLIES	Electric Utility	8.62
09/11/2020	STAPLES ADVANTAGE	00478329	8059160237-FINANCE	OFFICE SUPPLIES	General Fund	205.44
09/11/2020	STAPLES ADVANTAGE	00478329	8059160237-FINANCE	OFFICE SUPPLIES	General Fund	22.52
09/11/2020	STAPLES ADVANTAGE	00478329	8059160237-FINANCE	OFFICE SUPPLIES	General Fund	14.26
09/11/2020	STAPLES ADVANTAGE	00478330	8059160237-HCS	OFFICE SUPPLIES	General Fund	79.12
09/11/2020	STAPLES ADVANTAGE	00478331	8059160237-HR	OFFICE SUPPLIES	General Fund	98.89
09/11/2020	STAPLES ADVANTAGE	00478332	8059160237-MUNISVC	OFFICE SUPPLIES	General Fund	122.94
09/11/2020	STAPLES ADVANTAGE	00478333	8059160237-PARKYARD	OFFICE SUPPLIES	General Fund	165.08
09/11/2020	STAPLES ADVANTAGE	00478334	8059160237-PLANNING	OFFICE SUPPLIES	General Fund	222.39
09/11/2020	STAPLES ADVANTAGE	00478334	8059160237-PLANNING	OFFICE SUPPLIES	General Fund	5.59
09/11/2020	STAPLES ADVANTAGE	00478334	8059160237-PLANNING	OFFICE SUPPLIES	General Fund	16.16
09/11/2020	STAPLES ADVANTAGE	00478335	8059160237-POLICEDET	OFFICE SUPPLIES	General Fund	96.89
09/11/2020	STAPLES ADVANTAGE	00478336	8059160237-POLICESVC	OFFICE SUPPLIES	General Fund	264.03
09/11/2020	STAPLES ADVANTAGE	00478336	8059160237-POLICESVC	OFFICE SUPPLIES	General Fund	89.64
09/11/2020	STAPLES ADVANTAGE	00478337	8059160237-PURCH	OFFICE SUPPLIES	Electric Utility	12.94
09/11/2020	STAPLES ADVANTAGE	00478337	8059160237-PURCH	OFFICE SUPPLIES	Water Utility	12.94
				Total for Payment No.:		2,181.24

Payment No: 017030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00477758	189-1104157	PARTS-V#3213	Fleet Operation Fund	378.12
09/11/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00477759	189-1104200	PARTS- STOCK	Fleet Operation Fund	1,341.61
				Total for Payment No.:		1,719.73

Payment No: 017031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TIFCO INDUSTRIES	00477781	71575522	PARTS-SHOP USE	Fleet Operation Fund	106.80
09/11/2020	TIFCO INDUSTRIES	00477782	71575523	PARTS- SHOP USE	Fleet Operation Fund	160.20

Total for Payment No.: 267.00

Payment No: 017032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TIMOTHY D BOWEN	00478368	DB20122	Contractor Payment for FY 20/2	General Fund	3,752.20
Total for Payment No.:						3,752.20

Payment No: 017033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	UNIVERSAL SITE SERVICES	00477920	20030329	SCCC SOIL REMOVAL	Convention Cnt Maintenance Dis	2,085.00
09/11/2020	UNIVERSAL SITE SERVICES	00478344	20030391	FY 2020-21 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	5,980.00
09/11/2020	UNIVERSAL SITE SERVICES	00478344	20030391	FY 2020-21 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	2,720.00
Total for Payment No.:						10,785.00

Payment No: 017034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	VALBRIDGE PROPERTY ADVISORS	00477860	30079	PROP APPRAISAL NORM HULLBER	Electric Utility Construction	540.00
09/11/2020	VALBRIDGE PROPERTY ADVISORS	00477860	30079	PROP APPRAISAL VP/MAI APPRAIS	Electric Utility Construction	1,188.00
Total for Payment No.:						1,728.00

Payment No: 017035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	WAXIE SANITARY SUPPLY	00477865	79392885	PAPER TOWELS - STATION SUPPLY	General Fund	926.06
Total for Payment No.:						926.06

Payment No: 017036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	WESTERN STATES OIL CO	00477784	443843	FUEL-PD MOTRCY TANK#91	Fleet Operation Fund	106.93
				Total for Payment No.:		106.93
Payment No: 017037						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	WILLIAMS SCOTSMAN INC	00478006	8065418	40X8 CONTAINER RENT SEP20	Electric Utility Construction	460.80
09/11/2020	WILLIAMS SCOTSMAN INC	00478007	8066285	CONTAINER RENTAL SERRA SEP20	Electric Utility Construction	459.63
				Total for Payment No.:		920.43
				Overall Total		513,235.91



City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/10/2020
Run Time 10:31:42 AM

Sorted by Payment Number

Payment No: 645725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BULMARO LOPEZ	00477993	29689AUG2020	SAFTY BOOT/CLOTH REIMB FY 2021	Electric Utility	280.00
				Total for Payment No.:		280.00

Payment No: 645726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CA DEPT OF CONSUMER AFFAIRS	00477925	3414AUG2020	CE LCNS RNWL TRAN 093022	General Fund	115.00
				Total for Payment No.:		115.00

Payment No: 645727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ROBERT J. PRITCHARD	00478388	2204AUG2020	BLACK BUTTE TRIP REIMBURSEMENT	Electric Utility	248.05
				Total for Payment No.:		248.05

Payment No: 645728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	US DEPT OF HOUSING & URBAN	00478171	2945AUG2020	CDBG INT EARNED ON PI BALANCE	H.U.D Capital Projects	3,978.28
09/11/2020	US DEPT OF HOUSING & URBAN	00478171	2945AUG2020	CDBG INT EARNED ON PI BALANCE	H.U.D Capital Projects	155.63
				Total for Payment No.:		4,133.91

Payment No: 645729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	CARACOUSTICS	00478317	23366	PIONEER RECEIVER AND BOYO BACK	Electric Utility	10,125.00
				Total for Payment No.:		10,125.00

Payment No: 645730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AFSCME COUNCIL 57	00478417	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	6,439.82
				Total for Payment No.:		6,439.82

Payment No: 645731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CA FRANCHISE TAX BOARD	00478404	08/23/20-09/05/20CB	WAGE ATTACHMENT B2019	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 645732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CAL PERS LONG TERM CARE PROGRAM	00478407	13552901	BIWEEKLY PR CALPERS LT B2019	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

Payment No: 645733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ENGINEERS -CITY OF SANTA CLARA	00478418	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	1,034.37
				Total for Payment No.:		1,034.37

Payment No: 645734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	IBEW	00478419	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	13,521.68

Total for Payment No.: 13,521.68

Payment No: 645735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	METLIFE INDIVIDUAL LONG TERM	00478411	19647956 SEP2020	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
Total for Payment No.:						421.83

Payment No: 645736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA POLICE ASSN	00478420	08/09/20-09/05/20	UNION DUES B2018&B2019	Payroll Liability&ClearingAcct	19,109.20
Total for Payment No.:						19,109.20

Payment No: 645737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	U.S. BANK	00478423	08/23/20-09/05/20	BIWKLY PAYROLL DED PARS B2019	Fringe Benefits	9,608.06
Total for Payment No.:						9,608.06

Payment No: 645738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	US TREASURY	00478405	08/23/20-09/05/20JO	WAGE ATTACHMENT B2019	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

Payment No: 645739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	A.M. LEONARD INC	00477958	CI20012300/SO20021729	CUC SUPPLIES	Solid Waste Program	1,975.68
Total for Payment No.:						1,975.68

Payment No: 645740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ADI	00478225	NK93FC01	2020 SUPPLIES 8 OUT UPS W/BATT	Water Utility	70.84
				Total for Payment No.:		70.84

Payment No: 645741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ALLIED AUTO STORES	00477744	264459B	PARTS-STOCK	Fleet Operation Fund	193.88
				Total for Payment No.:		193.88

Payment No: 645742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ALSCO SAN JOSE	00477856	LSJO1244525	LINEN SERVICE ST. 7	General Fund	202.41
				Total for Payment No.:		202.41

Payment No: 645743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AMERICAN PUBLIC POWER ASSN	00477859	353337	CUST CONNECT CON VIRTUAL 2020	Electric Utility	2,100.00
09/11/2020	AMERICAN PUBLIC POWER ASSN	00477859	353337	CUST CONNECT CON VIRTUAL 2020	Elec OperatingGrant Trust Fund	262.50
09/11/2020	AMERICAN PUBLIC POWER ASSN	00477859	353337	CUST CONNECT CON VIRTUAL 2020	Elec OperatingGrant Trust Fund	262.50
				Total for Payment No.:		2,625.00

Payment No: 645744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ARAMARK UNIFORM SERVICES	00478059	000760948719	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		407.10

Payment No: 645745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AT&T	00477845	1172904404	T1.5 MBPS SVC 19AUG20-18SEP20	Electric Utility	540.86
				Total for Payment No.:		540.86

Payment No: 645746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AT&T MOBILITY	00477877	287288153081X08162020	POLICE	General Fund	2,066.29
				Total for Payment No.:		2,066.29

Payment No: 645747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AT&T MOBILITY	00477886	828848268X08162020	BLDG MAINTENANCE	General Fund	428.59
				Total for Payment No.:		428.59

Payment No: 645748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AT&T MOBILITY	00477913	828850115X08162020	ADMIN-COVID	Other City Dept Op Grant Fund	60.63
09/11/2020	AT&T MOBILITY	00477913	828850115X08162020	ADMIN-LIBRARY	General Fund	125.22
09/11/2020	AT&T MOBILITY	00477913	828850115X08162020	ADMIN-CAO	General Fund	43.23
09/11/2020	AT&T MOBILITY	00477913	828850115X08162020	ADMIN-IT	Information Technology Service	43.74
				Total for Payment No.:		272.82

Payment No: 645749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	AT&T MOBILITY	00477922	876361352X08162020	DPW	General Fund	501.66
				Total for Payment No.:		501.66

Payment No: 645750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BAKER SUPPLIES AND REPAIRS	00477745	66355	PARTS-V#3407	Fleet Operation Fund	1,436.40
				Total for Payment No.:		1,436.40

Payment No: 645751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BAY AREA WATER SUPPLY &	00478101	7183	FY20-21 1ST QTR REG ASSESSMENT	Water Utility	21,578.00
				Total for Payment No.:		21,578.00

Payment No: 645752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	BRIGHTVIEW TREE CARE SERVICES, INC.	00478380	6967172	TREES	Parks And Recreation	3,144.65
09/11/2020	BRIGHTVIEW TREE CARE SERVICES, INC.	00478381	6969075	TREES	Parks And Recreation	3,798.65
				Total for Payment No.:		6,943.30

Payment No: 645753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CA DEPT OF TRANSPORTATION	00477917	SL200916	APR-JUN2020 SGNLS & LIGHTING	General Fund	4,571.58
				Total for Payment No.:		4,571.58

Payment No: 645754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CAR KEYS EXPRESS	00477857	CKE-1319386	PART-V#3566 WO# 128169	Vehicle Replacement Fund	249.90
09/11/2020	CAR KEYS EXPRESS	00477857	CKE-1319386	PART-V#3567 WO# 128173	Vehicle Replacement Fund	249.90
09/11/2020	CAR KEYS EXPRESS	00477857	CKE-1319386	PART--V#3568 WO# 128174	Elec OperatingGrant Trust Fund	249.90
				Total for Payment No.:		749.70

Payment No: 645755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	CITY OF FOSTER CITY	00477953	13784	JOB POSTING - CAO	General Fund	300.00
09/11/2020	CITY OF FOSTER CITY	00477953	13784	CAO DEPARTMENT CHARGE	General Fund	200.00
09/11/2020	CITY OF FOSTER CITY	00477953	13784	JOB POSTING - AUTO TECH III	Fleet Operation Fund	500.00
				Total for Payment No.:		1,000.00

Payment No: 645756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	D&M TRAFFIC SERVICES	00477847	73177	2 PERSON TRAFFIC 8HR 8/18/20	Electric Utility	1,470.00
				Total for Payment No.:		1,470.00

Payment No: 645757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	FAST UNDERCAR SANTA CLARA	00477755	129199	PARTS- 3267	Fleet Operation Fund	119.80
				Total for Payment No.:		119.80

Payment No: 645758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GENEVIEVE ALTWER LMFT	00477870	240	BEHAVIORAL COUNSELING - #101	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477871	217	BEHAVIORAL COUNSELING 0 #101	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477873	200	BEHAVIORAL COUNSELING - #111	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477874	218	BEHAVIORAL COUNSELING - #111	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477876	204	BEHAVIORAL COUNSELING - #105	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477878	241	BEHAVIORAL COUNSELING - #111	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477880	239	BEHAVIORAL COUNSELING - #117	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477881	226	BEHAVIORAL COUNSELING - #115	General Fund	160.00
09/11/2020	GENEVIEVE ALTWER LMFT	00477882	231	BEHAVIORAL COUNSELING - #119	General Fund	160.00
				Total for Payment No.:		1,440.00

Payment No: 645759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GLOBAL RENTAL CO	00477842	3531256	2019 INTL 4300 8/25/20-9/21/20	Electric Utility	3,706.00
				Total for Payment No.:		3,706.00

Payment No: 645760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	GRIFFIN AUTO PARTS	00477761	1-260022	PARTS- STOCK	Fleet Operation Fund	258.94
				Total for Payment No.:		258.94

Payment No: 645761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	HOME DEPOT USA	00477887	569007321	FACILITIES SUPPLIES	General Fund	192.36
				Total for Payment No.:		192.36

Payment No: 645762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	HSQ TECHNOLOGY INC	00477879	187894	20 RADIOS GE MDE 9710 + CONFIG	Water Utility	8,414.25
09/11/2020	HSQ TECHNOLOGY INC	00477879	187894	RADIO CONFIGURATION LABOR	Water Utility	2,585.75
				Total for Payment No.:		11,000.00

Payment No: 645763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	IMAN OSKOOROUCHI	00477977	R220-EVC-055	EVC CHARGER REBATE: 22851-09	Elec OperatingGrant Trust Fund	895.00
				Total for Payment No.:		895.00

Payment No: 645764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	INDUSTRIAL PLUMBING SUPPLY	00477908	88910	TOUCHLESS URINALS COVID	Other City Dept Op Grant Fund	2,367.39
Total for Payment No.:						2,367.39

Payment No: 645765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	INDUSTRIAL SCIENTIFIC CORP	00477884	2349053	2020 AUG INET GAS MANDATE SAFE	Sewer Utility	650.86
Total for Payment No.:						650.86

Payment No: 645766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	JEFFREY HWANG	00477976	R220-EVC-054	EVC CHARGER REBATE; 47962-05	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

Payment No: 645767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	LINCOLN AQUATICS	00477912	36006518	LIQUID CHLORINE	General Fund	736.29
09/11/2020	LINCOLN AQUATICS	00477912	36006518	PESTICIDE ASSESSMENT	General Fund	50.03
Total for Payment No.:						786.32

Payment No: 645768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	LN CURTIS & SONS	00477864	INV413981	PPE SUSPENDERS	Fire Department	193.07
09/11/2020	LN CURTIS & SONS	00477883	INV413441	COVERALLS FOR COVID RESPONSE	Other City Dept Op Grant Fund	663.30
Total for Payment No.:						856.37

Payment No: 645769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	M R DILLINGHAM	00478345	13660-R	Civil Engr. Design	Parks And Recreation	10,773.75
09/11/2020	M R DILLINGHAM	00478345	13660-R	Subsurface site investigation	Parks And Recreation	9,516.00
09/11/2020	M R DILLINGHAM	00478345	13660-R	Structural Engr. design work	Parks And Recreation	718.00
09/11/2020	M R DILLINGHAM	00478345	13660-R	Additional irrigation design s	Parks And Recreation	625.00
				Total for Payment No.:		21,632.75

Payment No: 645770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MCKENDRY DOOR SALES INC	00478315	31604	APPARATUS BAY DOOR REPAIRS - I	General Fund	681.93
09/11/2020	MCKENDRY DOOR SALES INC	00478316	31603	APPARATUS BAY DOOR REPAIRS - I	General Fund	681.93
				Total for Payment No.:		1,363.86

Payment No: 645771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	Microsoft Surface Pro Type Cov	General Fund	665.94
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	Microsoft Surface Pen Comm M17	General Fund	512.25
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	Microsoft Surface Pro 7 - i7/1	General Fund	9,175.01
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	Microsoft Surface Dock 2 Comm.	General Fund	1,065.54
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	MS CFB ADH SRFC Pro US/CA 3Y f	General Fund	1,220.10
09/11/2020	MICROSOFT CORPORATION	00478347	USA-4432252	Environmental Fee	General Fund	20.00
				Total for Payment No.:		12,658.84

Payment No: 645772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MTH ENGINEERS INC	00477974	12304	ENG/CON DESIGN JUL2020	Electric Utility Construction	19,788.00
				Total for Payment No.:		19,788.00

Payment No: 645773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00477766	0151661-IN	PARTS-V#3142	Fleet Operation Fund	2,102.93
09/11/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00477768	0151681-IN	PARTS-V#3256	Fleet Operation Fund	179.29
				Total for Payment No.:		2,282.22

Payment No: 645774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	NAPA AUTO PARTS	00477769	5983-583414	PARTS-V#3036	Fleet Operation Fund	218.38
09/11/2020	NAPA AUTO PARTS	00477771	5983-583546	PARTS- STOCK	Fleet Operation Fund	38.24
09/11/2020	NAPA AUTO PARTS	00477772	5983-583582	PARTS-V#3303	Fleet Operation Fund	16.60
09/11/2020	NAPA AUTO PARTS	00477773	5983-583740	PARTS-V#2827	Fleet Operation Fund	46.15
09/11/2020	NAPA AUTO PARTS	00477774	5983-583843	PARTS-V#2669	Fleet Operation Fund	29.18
09/11/2020	NAPA AUTO PARTS	00477775	5983-583860	PARTS-V#3280	Fleet Operation Fund	50.09
09/11/2020	NAPA AUTO PARTS	00477776	5983-584145	PARTS-V#3202	Fleet Operation Fund	55.13
				Total for Payment No.:		453.77

Payment No: 645775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	NORTHWEST PUBLIC POWER ASSOC	00477853	61843	2020 EXCELLENCE IN COMM ENTRIE	Elec OperatingGrant Trust Fund	50.00
09/11/2020	NORTHWEST PUBLIC POWER ASSOC	00477853	61843	2020 EXCELLENCE IN COMM ENTRIE	Electric Utility	50.00
				Total for Payment No.:		100.00

Payment No: 645776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	OIL CHANGER	00477778	JULY 2020 CAR WASHES	JULY 2020 CAR WASHES	Fleet Operation Fund	696.00
				Total for Payment No.:		696.00

Payment No: 645777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PACIFIC TELEMAGEMENT SVCS	00477858	2051211	PAY PHONES	Information Technology Service	78.00
				Total for Payment No.:		78.00

Payment No: 645778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PACIFIC WATER ART INC	00477970	64580	FRANKLIN SQAURE	Downtown Parking Maintenance D	990.00
09/11/2020	PACIFIC WATER ART INC	00477970	64580	CITY HALL FOUNTAIN	General Fund	600.00
09/11/2020	PACIFIC WATER ART INC	00477970	64580	CIVIC CENTER PARK FOUNTAIN	General Fund	1,100.00
09/11/2020	PACIFIC WATER ART INC	00478343	64539	FY 2020-21 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,280.00
				Total for Payment No.:		3,970.00

Payment No: 645779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PENINSULA CRANE & RIGGING	00478293	47196	INSTALL BEAM U2 JAN-FEB20	Electric Utility Construction	19,031.00
				Total for Payment No.:		19,031.00

Payment No: 645780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00477849	0007941685-5	GRIZZLY PROJ O&M 15% COO JUL20	Electric Utility	16,161.00
				Total for Payment No.:		16,161.00

Payment No: 645781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	PG&E	00477850	0007941674-9	GRIZZLY PH O&M JUL20	Electric Utility	110,235.86
09/11/2020	PG&E	00477850	0007941674-9	GRIZZLY PH O&M JUL20 (TAXABLE)	Electric Utility	541.12
				Total for Payment No.:		110,776.98

Payment No: 645782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	POCO SOLAR ENERGY INC	00478289	116709	2020 AUG SOLAR PANL 7-12' 10'	Water Utility	3,625.39
				Total for Payment No.:		3,625.39

Payment No: 645783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00477846	036576	RACK: 2POST SEP20	Electric Utility	100.00
09/11/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00477846	036576	CONDUIT LEASE SEP20	Electric Utility	1,090.00
				Total for Payment No.:		1,190.00

Payment No: 645784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	R & B CO	00478384	S1961957.002	COUPLING, BRASS 3/4IN	Water Utility	170.04
09/11/2020	R & B CO	00478384	S1961957.002	UNION, BRASS, 1IN	Water Utility	557.99
09/11/2020	R & B CO	00478385	S1962036.001	TEE, MJ, 12IN X 6IN, CL, DI C-	Water Utility	493.30
09/11/2020	R & B CO	00478386	S1962036.002	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	370.60
09/11/2020	R & B CO	00478386	S1962036.002	COUPLING, 1IN, PACK JOINT, C X	Water Utility	154.80
				Total for Payment No.:		1,746.73

Payment No: 645785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	RECORDED BOOKS LLC	00477949	76696517	1241 AD PR	General Fund	567.00
				Total for Payment No.:		567.00

Payment No: 645786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ROYAL BRASS INC	00477940	932168-001	PARTS- CUC D2211	Solid Waste Program	510.06

09/11/2020	ROYAL BRASS INC	00477941	932442-001	PARTS- CUC D2211	Solid Waste Program	135.38
09/11/2020	ROYAL BRASS INC	00477942	932511-001	PARTS- CUC D2211	Solid Waste Program	859.81
				Total for Payment No.:		1,505.25

Payment No: 645787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SAFETY-KLEEN SYSTEMS INC	00477915	83824848	VAT PARTS WASHER	General Fund	779.66
				Total for Payment No.:		779.66

Payment No: 645788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SAN FRANCISCO WATER DEPARTMENT	00477952	44357	SFPUC	General Fund	16.02
				Total for Payment No.:		16.02

Payment No: 645789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA LIGHTING, INC.	00477911	18947	OLD COURTHOUSE	General Fund	150.42
				Total for Payment No.:		150.42

Payment No: 645790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA UNIVERSITY	00477790	R21-SLR-0002	LTG REBATE; 64111-1 500 EL CAM	Elec OperatingGrant Trust Fund	37,050.73
				Total for Payment No.:		37,050.73

Payment No: 645791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA WEEKLY	00478341	1244650	NOTICE OF HEARING-MEASURE E	General Fund	624.00
09/11/2020	SANTA CLARA WEEKLY	00478369	1244645	CITY COUNCIL HEARING-2305 MCB	General Fund	744.00

09/11/2020	SANTA CLARA WEEKLY	00478370	1244642	TASMAN EAST PLAN 8/06-9/29	General Fund	1,032.00
Total for Payment No.:						2,400.00

Payment No: 645792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SANTA CLARA WINDUSTRIAL CO	00477924	006880 01	OLD COURTHOUSE COMPRESSOR	General Fund	113.87
09/11/2020	SANTA CLARA WINDUSTRIAL CO	00477926	007001 01	COPPER DWV	General Fund	55.94
Total for Payment No.:						169.81

Payment No: 645793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SCHAAF & WHEELER CONSULTING	00478339	33168	CHANGE ORDER #1: ADDITIONAL FU	Sewer Utility Construction	3,760.00
Total for Payment No.:						3,760.00

Payment No: 645794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SCP DISTRIBUTORS LLC	00477919	36006648	CURVED ALUM WALL BRUSH	General Fund	56.37
09/11/2020	SCP DISTRIBUTORS LLC	00477921	36006808	REFILLABLE SANI-CHLOR	General Fund	210.15
Total for Payment No.:						266.52

Payment No: 645795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SHAPE INC.	00478291	127199	2020 JUNE PUMP TASMAN SWR LIFT	Sewer Utility	13,773.31
Total for Payment No.:						13,773.31

Payment No: 645796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SHUN YE	00478009	35350AUG2020	Building Permit	General Fund	331.42

09/11/2020	SHUN YE	00478009	35350AUG2020	Electric Permit	General Fund	156.80
09/11/2020	SHUN YE	00478009	35350AUG2020	Mechanical Permit	General Fund	165.60
09/11/2020	SHUN YE	00478009	35350AUG2020	Plumbing Permit	General Fund	165.60
				Total for Payment No.:		819.42

Payment No: 645797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SIMON CARROLL	00477975	R220-EVC-053	EVC CHARGER REBATE; 11605-03	Elec OperatingGrant Trust Fund	550.00
				Total for Payment No.:		550.00

Payment No: 645798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SSA LANDSCAPE ARCHITECTS, INC	00478382	6904	AGREEMENT FOR DESIGN PROFESSIO	Parks And Recreation	8,474.60
				Total for Payment No.:		8,474.60

Payment No: 645799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SUAREZ & MUNOZ CONSTRUCTION,	00478366	34845SEP2020	CONTRACT FOR THE AGNEW AND FUL	Parks And Recreation	186,011.00
09/11/2020	SUAREZ & MUNOZ CONSTRUCTION,	00478366	34845SEP2020	RETENTION	Parks And Recreation	-9,300.55
				Total for Payment No.:		176,710.45

Payment No: 645800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SUNNYVALE FORD	00477780	172499	PARTS-V#3264	Fleet Operation Fund	87.22
				Total for Payment No.:		87.22

Payment No: 645801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	SWA SERVICES GROUP	00477914	21259	CITY HALL PORTER	General Fund	6,119.74
09/11/2020	SWA SERVICES GROUP	00477916	21255	SENIOR CENTER COOLING CNT	General Fund	720.00
09/11/2020	SWA SERVICES GROUP	00477918	21258	JANITORIAL AUG 2020	General Fund	79,426.89
				Total for Payment No.:		86,266.63

Payment No: 645802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	SYSTEM OPERATIONS SUCCESS INTL	00478061	1124674	MANAGED TRAINING AUG20	Electric Utility	1,312.50
				Total for Payment No.:		1,312.50

Payment No: 645803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TARGET SPECIALTY PRODUCTS INC	00477928	INVP500234374	ACELEPRYN GRANULAR	General Fund	1,575.82
				Total for Payment No.:		1,575.82

Payment No: 645804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	THE PERMANENTE MEDICAL GROUP	00478318	08/09/2020 AC320900249065	KAISER MEDICALS FY19-20	General Fund	19,635.00
09/11/2020	THE PERMANENTE MEDICAL GROUP	00478318	08/09/2020 AC320900249065	KAISER MEDICALS FY19-20 Quanti	General Fund	9,250.00
				Total for Payment No.:		28,885.00

Payment No: 645805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TMT ENTERPRISES INC	00477923	05450	SANDY LOAM	General Fund	81.94
				Total for Payment No.:		81.94

Payment No: 645806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	TRUEPOINT SOLUTIONS, LLC	00477957	19-638R3	Accela Contract Travel Time	General Government - Other	1,000.00
Total for Payment No.:						1,000.00

Payment No: 645807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TURF & INDUSTRIAL EQUIPMENT CO	00477841	RO27665	CHAIN/BAR SERVICE-SHOP PARTS	Electric Utility	107.97
09/11/2020	TURF & INDUSTRIAL EQUIPMENT CO	00477841	RO27665	CHAIN/BAR SERVICE-MISC SUPPLIE	Electric Utility	4.91
09/11/2020	TURF & INDUSTRIAL EQUIPMENT CO	00477841	RO27665	CHAIN/BAR SERVICE-FREIGHT	Electric Utility	10.00
09/11/2020	TURF & INDUSTRIAL EQUIPMENT CO	00477841	RO27665	CHAIN/BAR SERVICE-SHOP LABOR	Electric Utility	190.00
Total for Payment No.:						312.88

Payment No: 645808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	TURF STAR INC	00477783	7134181-00	PARTS- V#3325	Fleet Operation Fund	214.38
Total for Payment No.:						214.38

Payment No: 645809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	UNIQUE TOWING	00477943	20-156020	TOW- V#2973 WO#128093	Fleet Operation Fund	125.00
Total for Payment No.:						125.00

Payment No: 645810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	UNITED PARCEL SERVICE	00478342	00009882E5340A	CITY CLERK	General Fund	31.00
Total for Payment No.:						31.00

Payment No: 645811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/11/2020	UNIVAR SOLUTIONS USA INC	00477929	48707878	DVR CHEM DEL SUL ACID AUG2020	Electric Utility	6,637.63
09/11/2020	UNIVAR SOLUTIONS USA INC	00478058	48712337	DVR CHEM DEL SOD HYP AUG2020	Electric Utility	711.18
09/11/2020	UNIVAR SOLUTIONS USA INC	00478058	48712337	CALIFORNIA MILL FEE	Electric Utility	15.47
				Total for Payment No.:		7,364.28

Payment No: 645812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	V&A CONSULTING ENGINEERS	00478340	19586	SANITARY SEWER SYSTEM INFLOW A	Sewer Utility Construction	13,608.00
				Total for Payment No.:		13,608.00

Payment No: 645813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	VALLEY POWER SYSTEMS INC	00477944	K56609	LABOR- V#3450 WO#128155	Fleet Operation Fund	871.00
09/11/2020	VALLEY POWER SYSTEMS INC	00477944	K56609	MILEAGE- V#3450 WO#128155	Fleet Operation Fund	10.68
09/11/2020	VALLEY POWER SYSTEMS INC	00477944	K56609	PARTS- V#3450 WO#128155	Fleet Operation Fund	318.32
09/11/2020	VALLEY POWER SYSTEMS INC	00477945	K56626	LABOR- V#3457 WO# 128156	Fleet Operation Fund	858.00
09/11/2020	VALLEY POWER SYSTEMS INC	00477945	K56626	MILEAGE- V#3457 WO# 128156	Fleet Operation Fund	4.88
09/11/2020	VALLEY POWER SYSTEMS INC	00477945	K56626	PARTS- V#3457 WO#128156	Fleet Operation Fund	337.12
09/11/2020	VALLEY POWER SYSTEMS INC	00477948	K56627	LABOR- V#3458 WO#128143	Fleet Operation Fund	689.00
09/11/2020	VALLEY POWER SYSTEMS INC	00477948	K56627	MILEAGE- V#3458 WO#128143	Fleet Operation Fund	8.71
09/11/2020	VALLEY POWER SYSTEMS INC	00477948	K56627	PARTS- V#3458 WO#128143	Fleet Operation Fund	502.29
09/11/2020	VALLEY POWER SYSTEMS INC	00477950	K56629	LABOR-V#3460 WO# 128159	Fleet Operation Fund	676.00
09/11/2020	VALLEY POWER SYSTEMS INC	00477950	K56629	MILEAGE- V#3460 WO#128159	Fleet Operation Fund	3.07
09/11/2020	VALLEY POWER SYSTEMS INC	00477950	K56629	PARTS- V#3460 WO#128159	Fleet Operation Fund	520.93
09/11/2020	VALLEY POWER SYSTEMS INC	00477951	K56632	LABOR- V#3463 WO#128144	Fleet Operation Fund	793.00
09/11/2020	VALLEY POWER SYSTEMS INC	00477951	K56632	MILEAGE- V#3463 WO#128144	Fleet Operation Fund	3.60
09/11/2020	VALLEY POWER SYSTEMS INC	00477951	K56632	PARTS- V#3463 WO#128144	Fleet Operation Fund	403.40
				Total for Payment No.:		6,000.00

Payment No: 645814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	VENUGOPALAN THIRUVENGADA	00477862	R220-EVC-052	EV CHARGER REBATE; 15353-07	Elec OperatingGrant Trust Fund	936.00
				Total for Payment No.:		936.00

Payment No: 645815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	VERIZON WIRELESS	00477863	9860664243	POLICE	General Fund	2,063.59
09/11/2020	VERIZON WIRELESS	00477863	9860664243	POLICE	General Fund	114.03
09/11/2020	VERIZON WIRELESS	00477863	9860664243	POLICE	General Fund	38.01
09/11/2020	VERIZON WIRELESS	00477863	9860664243	POLICE	General Fund	38.01
09/11/2020	VERIZON WIRELESS	00477863	9860664243	FIRE	General Fund	1,026.27
09/11/2020	VERIZON WIRELESS	00477863	9860664243	STREETS	General Fund	114.03
09/11/2020	VERIZON WIRELESS	00477863	9860664243	PARKS & REC	General Fund	38.01
09/11/2020	VERIZON WIRELESS	00477863	9860664243	LIBRARY	General Fund	38.01
				Total for Payment No.:		3,469.96

Payment No: 645816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	VERIZON WIRELESS	00477927	9860092802	WATER	Water Utility	241.65
09/11/2020	VERIZON WIRELESS	00477927	9860092802	WATER	Sewer Utility	241.65
09/11/2020	VERIZON WIRELESS	00477927	9860092802	WATER	Water Recycling Program	120.83
				Total for Payment No.:		604.13

Payment No: 645817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	WORKMAN GLOVE & SAFETY INC	00477971	40566	CUC SUPPLIES	Solid Waste Program	712.42
09/11/2020	WORKMAN GLOVE & SAFETY INC	00477972	40587	CUC SUPPLIES	Solid Waste Program	183.03

Total for Payment No.: 895.45

Payment No: 645818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/11/2020	ZORO TOOLS INC.	00474408	INV7918567	RADIAL BALL	General Fund	95.48
09/11/2020	ZORO TOOLS INC.	00477930	INV8263559	REGAL REBUILD KIT	General Fund	302.57
09/11/2020	ZORO TOOLS INC.	00477931	INV8263364	REGAL REBUILD KIT	General Fund	300.73
09/11/2020	ZORO TOOLS INC.	00477932	INV8282114	REGAL REBUILD KIT	General Fund	329.06
				Total for Payment No.:		1,027.84
				Overall Total		752,268.57



City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/17/2020
Run Time 9:48:22 AM

Sorted by Payment Number

Payment No: 017038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRITON MUSEUM OF ART	00478590	2887JUL2020A	FY19-20 Warburton Trust Int	Non-Expendable Trust	31.00
				Total for Payment No.:		31.00

Payment No: 017039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	3DEGREES GROUP INC	00478312	18986	SC GREEN POWER REC SUP JUL20	Electric Utility	1,909.50
09/18/2020	3DEGREES GROUP INC	00478312	18986	REC GREEN-E CA WECCSOLAR JUL20	Electric Utility	42,620.49
				Total for Payment No.:		44,529.99

Payment No: 017040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ACT ENVIRO	00478290	295536	PPE GEAR LEVEL D	Electric Utility	8.00
09/18/2020	ACT ENVIRO	00478290	295536	HANDPUMP LARGE	Electric Utility	50.00
09/18/2020	ACT ENVIRO	00478290	295536	GEAR TRUCK (BOB TAIL) 8/27/20	Electric Utility	125.00
09/18/2020	ACT ENVIRO	00478290	295536	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	569.52
09/18/2020	ACT ENVIRO	00478290	295536	ANALYTICALS	Electric Utility	6,250.00
09/18/2020	ACT ENVIRO	00478290	295536	SUPPLIES	Electric Utility	150.00
09/18/2020	ACT ENVIRO	00478290	295536	8 HRS CHEMIST 8/27/20	Electric Utility	536.00
09/18/2020	ACT ENVIRO	00478292	295327	PPE GEAR LEVEL D	Electric Utility	8.00
09/18/2020	ACT ENVIRO	00478292	295327	3 HRS DRIVER 8/21/20	Electric Utility	201.00
09/18/2020	ACT ENVIRO	00478292	295327	TRANSPOTATION 55 GALLON	Electric Utility	231.00
09/18/2020	ACT ENVIRO	00478292	295327	MINERAL OIL	Electric Utility	580.00

09/18/2020	ACT ENVIRO	00478292	295327	SOLID LAB DEBRIS	Electric Utility	435.00
09/18/2020	ACT ENVIRO	00478292	295327	MANIFEST FEE	Electric Utility	60.00
09/18/2020	ACT ENVIRO	00478292	295327	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	121.20
09/18/2020	ACT ENVIRO	00478294	295549	ANALYTICALS - SAME DAY TAT	Electric Utility	1,500.00
09/18/2020	ACT ENVIRO	00478294	295549	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	136.72
09/18/2020	ACT ENVIRO	00478294	295549	8 HRS LABOR CHEMIST 8/17/20	Electric Utility	201.00
09/18/2020	ACT ENVIRO	00478294	295549	PPE GEAR LEVEL D	Electric Utility	8.00
09/18/2020	ACT ENVIRO	00478295	295867	PPE GEAR LEVEL D	Electric Utility	8.00
09/18/2020	ACT ENVIRO	00478295	295867	HAND PUMP LARGE	Electric Utility	50.00
09/18/2020	ACT ENVIRO	00478295	295867	GEAR TRUCK (BOB TAIL) 8/26/20	Electric Utility	125.00
09/18/2020	ACT ENVIRO	00478295	295867	8 HRS LABOR CHEMIST 8/26/20	Electric Utility	536.00
09/18/2020	ACT ENVIRO	00478295	295867	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
09/18/2020	ACT ENVIRO	00478295	295867	SUPPLIES	Electric Utility	150.00
				Total for Payment No.:		12,108.96

Payment No: 017041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	CITY HALL	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	OLD COURTHOUSE	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	CRC	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	FS 1	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	CENTRAL LIB	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	NORTHSIDE LIB	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	PD	General Fund	85.00
09/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00478243	0342144-IN	TRITON	Public Buildings	85.00
				Total for Payment No.:		680.00

Payment No: 017042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	AIR PRODUCTS & CHEMICALS	00478350	414477763	PURCHASE OF CAPACITY AUG20	Electric Utility	48,000.00
				Total for Payment No.:		48,000.00

Payment No: 017043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AIRGAS USA, LLC	00478237	9104511365	E03NI99E15A0260 NC/90PPM	Electric Utility	616.83
09/18/2020	AIRGAS USA, LLC	00478237	9104511365	DELIVERY FLAT FEE	Electric Utility	64.31
09/18/2020	AIRGAS USA, LLC	00478237	9104511365	FUEL SURCHARGE FLAT	Electric Utility	7.96
09/18/2020	AIRGAS USA, LLC	00478237	9104511365	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
				Total for Payment No.:		701.64

Payment No: 017044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AMERESCO	00478375	38892	ENERGY (VASCO LF GAS) AUG20	Electric Utility	283,124.38
09/18/2020	AMERESCO	00478375	38892	VASCO LF O&M CHARGE AUG20	Electric Utility	13,065.57
09/18/2020	AMERESCO	00478376	38893	ENERGY (FORWARD LF GAS) AUG20	Electric Utility	261,490.12
09/18/2020	AMERESCO	00478376	38893	FORWARD LF O&M CHG AUG20	Electric Utility	9,316.37
				Total for Payment No.:		566,996.44

Payment No: 017045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AMERICAN BEVERAGE EQUIPMENT	00478256	51430	SEP20 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
				Total for Payment No.:		200.00

Payment No: 017046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BAKER & TAYLOR BOOKS	00478206	CI232773	1241 AD BK	General Fund	418.38
				Total for Payment No.:		418.38

Payment No: 017047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BARRY S MILSTONE	00478833	12029	REMAINING BALANCE AS OF 2/27/2	Expendable Trust Funds	11,007.50
				Total for Payment No.:		11,007.50

Payment No: 017048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BAY AREA DATA SUPPLY	00478221	206708	PRINTER INSTALL	Water Utility	75.00
				Total for Payment No.:		75.00

Payment No: 017049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BELL ELECTRICAL SUPPLY	00476510	5633871	ELECTRICAL/CONDUIT	General Fund	172.38
				Total for Payment No.:		172.38

Payment No: 017050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BEST BEST & KRIEGER LLP	00478838	884281	LEGAL SERVICES	Special Liability Insurance	428.54
				Total for Payment No.:		428.54

Payment No: 017051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BOUNDTREE MEDICAL LLC	00478107	83751424	PPE Gloves COVID	Other City Dept Op Grant Fund	6,758.03
				Total for Payment No.:		6,758.03

Payment No: 017052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	BURKE, WILLIAMS & SORENSEN LLP	00478839	257882	CHANGE ORDER #2: ADDITIONAL FU	Deposit Funds.	80,719.41
09/18/2020	BURKE, WILLIAMS & SORENSEN LLP	00478840	258024	LEGAL SERVICES	Electric Utility Construction	972.00
				Total for Payment No.:		81,691.41

Payment No: 017053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CAROLYN SUSIE BERLIN	00478286	10690	LEGAL SERVICES JUL20	Electric Utility	1,794.00
				Total for Payment No.:		1,794.00

Payment No: 017054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CINTAS CORP #630	00478301	4059845304	UNIFORMS	General Fund	475.68
09/18/2020	CINTAS CORP #630	00478301	4059845304	SANIS BOWL CLIP	General Fund	4.51
09/18/2020	CINTAS CORP #630	00478302	4060516492	UNIFORMS	General Fund	395.48
09/18/2020	CINTAS CORP #630	00478302	4060516492	SANIS BOWL	General Fund	4.51
				Total for Payment No.:		880.18

Payment No: 017055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CINTAS CORP #630	00478111	4059844996	CLEANERS	General Fund	47.49
09/18/2020	CINTAS CORP #630	00478111	4059844996	COVID DISINFECTANT	Other City Dept Op Grant Fund	4.97
09/18/2020	CINTAS CORP #630	00478112	4059844981	CLEANERS	General Fund	45.15
09/18/2020	CINTAS CORP #630	00478112	4059844981	COVID DISINFECTANT	Other City Dept Op Grant Fund	4.97
09/18/2020	CINTAS CORP #630	00478245	4054074252	UNIFORMS	General Fund	59.88
09/18/2020	CINTAS CORP #630	00478248	4052789267	UNIFORMS	General Fund	139.33
09/18/2020	CINTAS CORP #630	00478249	4051500614	UNIFORMS	General Fund	59.88
09/18/2020	CINTAS CORP #630	00478251	4050957570	UNIFORMS	General Fund	59.88

09/18/2020	CINTAS CORP #630	00478252	4060227577	UNIFORMS	General Fund	82.27
Total for Payment No.:						503.82
Payment No: 017056						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	DALEO INC	00478160	SV898-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	8,986.87
Total for Payment No.:						8,986.87
Payment No: 017057						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ECS IMAGING, INC.	00478911	15252	ESC IMAGING - ERAP Forms & Bus	Housing Authority	15,300.00
Total for Payment No.:						15,300.00
Payment No: 017058						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	EFFICIENCY SERVICES GROUP, LLC	00478313	2872	EXTER/PRKING LOT LITE AUG20	Elec OperatingGrant Trust Fund	11,225.00
09/18/2020	EFFICIENCY SERVICES GROUP, LLC	00478313	2872	EXTER/PRKING LOT LITE AUG20	Elec OperatingGrant Trust Fund	21,351.00
Total for Payment No.:						32,576.00
Payment No: 017059						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ELB US INC.	00478279	JC112088A	COUNCIL CHAMBERS AV UPGRADE	Public Education and Governmnt	7,128.34
09/18/2020	ELB US INC.	00478279	JC112088A	COUNCIL CHAMBERS AV UPGRADE	Public Education and Governmnt	4,789.73
Total for Payment No.:						11,918.07
Payment No: 017060						

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ETHOSENERGY	00478599	IN71495	ADDITIONAL MATERIALS, SERVICES	Electric Utility Construction	7,025.00
09/18/2020	ETHOSENERGY	00478599	IN71495	RETENTION	Electric Utility Construction	-1,405.00
				Total for Payment No.:		5,620.00

Payment No: 017061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478159	312712	DIST TRANSFORMER HANDBOOK- 5TH	Electric Utility	128.97
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478159	312712	THE LINEMAN'S POCKET REFERENCE	Electric Utility	48.33
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478159	312712	SHIPPING	Electric Utility	10.82
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478349	312781	DIST. TRANSFORMER HANDBOOK	Electric Utility	127.96
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478349	312781	SHIPPING	Electric Utility	15.75
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478708	312284	SOCKET, PENTA HEAD BOLT, 1/2IN	Electric Utility	102.80
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478708	312284	HOOK, FOR HAND LINE BASHLIN #3	Electric Utility	205.58
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478708	312284	HOOK, SNAP, HAND LINE, DROP FO	Electric Utility	562.99
09/18/2020	FARWEST LINE SPECIALTIES LLC	00478708	312284	SHIPPING	Electric Utility	11.82
				Total for Payment No.:		1,215.02

Payment No: 017062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FRIANT POWER AUTHORITY	00478278	792	ENERGY PURCH (HYDRO1) AUG20	Electric Utility	463,638.48
09/18/2020	FRIANT POWER AUTHORITY	00478278	792	ENERGY PURCH (HYDRO2) AUG20	Electric Utility	249,964.90
				Total for Payment No.:		713,603.38

Payment No: 017063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	G2 ENERGY OSTROM ROAD LLC	00478281	SVP 8-20	ENERGY (LANDFILL GAS) AUG20	Electric Utility	92,160.07
				Total for Payment No.:		92,160.07

Payment No: 017064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	RENT 881 MARTIN AVE SEP2020	Electric Utility	43,341.06
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	RENT 881 MARTIN AVE SEP2020	Elec OperatingGrant Trust Fund	2,766.45
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	COMMON AREA 881 MARTIN AUG2020	Electric Utility	1,101.27
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	COMMON AREA 881 MARTIN AUG2020	Elec OperatingGrant Trust Fund	70.29
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	PGE 881 MARTIN AVE JUL2020	Electric Utility	933.74
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	PGE 881 MARTIN AVE JUL2020	Elec OperatingGrant Trust Fund	59.60
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	SC UTIL WATER/SEWER/FIRE JUL20	Electric Utility	2,635.93
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	SC UTIL WATER/SEWER/FIRE JUL20	Elec OperatingGrant Trust Fund	168.25
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	SC UTILITIES ELECTRIC JUL2020	Electric Utility	8,933.53
09/18/2020	GAHRAHMAT FAMILY LTD II	00478138	GFLP2-10032	SC UTILITIES ELECTRIC JUL2020	Elec OperatingGrant Trust Fund	570.22
Total for Payment No.:						60,580.34

Payment No: 017065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GALE/CENGAGE LEARNING	00478208	71213310	1241 AD BK	General Fund	31.05
09/18/2020	GALE/CENGAGE LEARNING	00478311	71342106	1241 AD BK	General Fund	71.10
Total for Payment No.:						102.15

Payment No: 017066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GEI CONSULTANTS, INC.	00478285	3075826	PRJ MGMT BUCKS CREEK JUL20	Electric Utility Construction	1,735.25
09/18/2020	GEI CONSULTANTS, INC.	00478285	3075826	BUCKS CREEK CEQA JUL20	Electric Utility Construction	4,438.87
Total for Payment No.:						6,174.12

Payment No: 017067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GOLDER ASSOCIATES	00477961	593271	RELATED CITY CENTER THRU 8/2	Related Santa Clara Dvlpr Fund	18,345.86
09/18/2020	GOLDER ASSOCIATES	00477961	593271	LANDFILL THRU 08/02/20	Solid Waste Utility-Constructi	24,261.33
				Total for Payment No.:		42,607.19

Payment No: 017068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GRAINGER	00478113	9630225812	BARRICADE TAPE, BATTERY, EDGER	General Fund	468.02
				Total for Payment No.:		468.02

Payment No: 017069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GRAINGER-SAN JOSE	00478214	9623144731	CUC SUPPLIES	Solid Waste Program	364.65
09/18/2020	GRAINGER-SAN JOSE	00478224	9632073947	BROWN BAGS COMPOSTABLE	Water Utility	69.97
09/18/2020	GRAINGER-SAN JOSE	00478254	9274003566	CREDIT	General Fund	-82.22
09/18/2020	GRAINGER-SAN JOSE	00478255	9588221987	NORTHSIDE LIB	General Fund	341.97
09/18/2020	GRAINGER-SAN JOSE	00478576	9632435112	CROWBAR, GOOSE NECK STYLE, 3/4	Electric Utility	11.48
09/18/2020	GRAINGER-SAN JOSE	00478577	9623507200	TAPE, TEFLON, 1/2IN X 520FT HA	Water Utility	8.37
09/18/2020	GRAINGER-SAN JOSE	00478577	9623507200	TAPE, TEFLON, 3/4IN X 520 HARV	Water Utility	78.73
09/18/2020	GRAINGER-SAN JOSE	00478578	9632073939	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility	238.76
09/18/2020	GRAINGER-SAN JOSE	00478578	9632073939	SCREWDRIVER, PHILLIPS PLASTIC	Electric Utility	27.86
09/18/2020	GRAINGER-SAN JOSE	00478578	9632073939	SCREWDRIVER, ROUND SHANK, STAN	Electric Utility	187.96
09/18/2020	GRAINGER-SAN JOSE	00478578	9632073939	LEVEL, 24IN ALUMINUM WITH MONO	Electric Utility	31.09
09/18/2020	GRAINGER-SAN JOSE	00478579	9631833382	SAFETY GLASSES, SMITH & WESSON	Electric Utility	100.45
09/18/2020	GRAINGER-SAN JOSE	00478580	9632321551	ANTISEPTIC TOWELETTES, 10/PKG,	Electric Utility	28.29
09/18/2020	GRAINGER-SAN JOSE	00478580	9632321551	SUNSCREEN TOWELETTE, SPF 30.	Electric Utility	251.25
09/18/2020	GRAINGER-SAN JOSE	00478580	9632321551	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	17.79

09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	GLOVE, WORKMAN TYPE LARGE MECH	Electric Utility	375.92
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility	193.41
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	UTILITY KNIFE WITH QUICK CHANG	Electric Utility	92.08
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility	19.91
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	PLIERS, 6IN LONG NOSE. KLEIN #	Electric Utility	226.41
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	PLIERS, 8IN DIAGONAL CUTTING K	Electric Utility	577.36
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility	165.72
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	HARD HAT, BULLARD WIDE-RIM STY	Electric Utility	302.02
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility	828.77
09/18/2020	GRAINGER-SAN JOSE	00478582	9632394152	TAPE RULE, 3/4IN WIDE X 25FT L	Electric Utility	242.76
09/18/2020	GRAINGER-SAN JOSE	00478583	9632321544	PRUNING SHEARS, 32IN OVERALL L	Electric Utility	118.12
09/18/2020	GRAINGER-SAN JOSE	00478583	9632321544	COOLER, WATER, 3 GALLON, WITH	Electric Utility	44.52
09/18/2020	GRAINGER-SAN JOSE	00478583	9632321544	WATER COOLER, 5GAL WITH CUP DI	Electric Utility	50.18
09/18/2020	GRAINGER-SAN JOSE	00478583	9632321544	BROOM, UPRIGHT, CORN BRISTLE O	Electric Utility	69.32
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	10.99
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	29.04
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	17.27
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	25.64
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	29.89
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	40.09
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	52.19
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	72.08
09/18/2020	GRAINGER-SAN JOSE	00478585	9632435120	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	70.24
09/18/2020	GRAINGER-SAN JOSE	00478586	9632431640	SLEDGE HAMMER 8LB, FIBERGLASS	Electric Utility	96.70
09/18/2020	GRAINGER-SAN JOSE	00478586	9632431640	HEADBAND. BULLARD #RBP COOL	Electric Utility	97.05
09/18/2020	GRAINGER-SAN JOSE	00478586	9632431640	TIE WIRE, 16 GAUGE BLACK, 4 LB	Electric Utility	41.66
				Total for Payment No.:		5,565.74

Payment No: 017070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HOUSING TRUST OF SILICON VALLEY	00478829	1090	HTSV BMP PROGRAM ADMINISTRATIO	City Affordable Housing	7,244.33
				Total for Payment No.:		7,244.33

Payment No: 017071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	INGRAM LIBRARY SERVICES INC	00478209	48025247	1241 AD BK	General Fund	1,891.43
09/18/2020	INGRAM LIBRARY SERVICES INC	00478209	48025247	1231 JUV BK	General Fund	2,439.25
09/18/2020	INGRAM LIBRARY SERVICES INC	00478209	48025247	1232 YA BK	General Fund	187.15
09/18/2020	INGRAM LIBRARY SERVICES INC	00478209	48025247	1233 AD BK	General Fund	19.18
09/18/2020	INGRAM LIBRARY SERVICES INC	00478210	48025263	1235 AD/YA/JUV BK	General Fund	719.39
09/18/2020	INGRAM LIBRARY SERVICES INC	00478211	48025278	1233 AD/YA/JUV BK	General Fund	77.51
				Total for Payment No.:		5,333.91

Payment No: 017072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	LEVY SANTA CLARA CONVENTION CENTER	00478591	LEVYINV#082920	Meal Distribution Program	Other City Dept Op Grant Fund	21,638.40
09/18/2020	LEVY SANTA CLARA CONVENTION CENTER	00478821	SCCC-164323-1	LUNCH-CEO INTERVIEWS	Deposit Funds.	1,175.55
				Total for Payment No.:		22,813.95

Payment No: 017073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	METAFILE INFORMATION SYSTEMS	00478177	050182	SYSTEM SUPPORT (OCT-DEC 2020)	General Fund	1,459.22
09/18/2020	METAFILE INFORMATION SYSTEMS	00478177	050182	SYSTEM SUPPORT (OCT-DEC 2020)	General Fund	1,459.21
				Total for Payment No.:		2,918.43

Payment No: 017074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	METROPOLITAN PLANNING GROUP	00478595	2002026	2343 CALLE DEL MUNDO	Deposit Funds.	38.75
09/18/2020	METROPOLITAN PLANNING GROUP	00478596	2002027	5185 LAFAYETTE	Deposit Funds.	116.25
09/18/2020	METROPOLITAN PLANNING GROUP	00478597	2002028	2263 CALLE DEL MUNDO	Deposit Funds.	1,240.00
09/18/2020	METROPOLITAN PLANNING GROUP	00478598	2002029	2200 CALLE DE LUNA	Deposit Funds.	1,278.75
09/18/2020	METROPOLITAN PLANNING GROUP	00478600	2002021	5515 STARS & STRIPES	Expendable Trust Funds	2,363.75
09/18/2020	METROPOLITAN PLANNING GROUP	00478601	2002057	5515 STARS & STRIPES	Expendable Trust Funds	116.25
				Total for Payment No.:		5,153.75

Payment No: 017075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MEYERS NAVE RIBACK SILVER &	00478837	2020070394	Additional Encumbrance	Special Liability Insurance	223.96
09/18/2020	MEYERS NAVE RIBACK SILVER &	00478837	2020070394	CHANGE ORDER #3: ADDITIONAL FU	Special Liability Insurance	739.38
				Total for Payment No.:		963.34

Payment No: 017076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MIDWEST TAPE LLC	00478048	99280545	1241 AD MCD	General Fund	58.10
09/18/2020	MIDWEST TAPE LLC	00478048	99280545	1241 AD DVD'S	General Fund	266.25
09/18/2020	MIDWEST TAPE LLC	00478048	99280545	1233 AD DVD	General Fund	44.10
09/18/2020	MIDWEST TAPE LLC	00478048	99280545	1235 AD MCD	General Fund	49.34
09/18/2020	MIDWEST TAPE LLC	00478048	99280545	1235 AD DVD	General Fund	43.28
09/18/2020	MIDWEST TAPE LLC	00478049	99287156	1232 YA ABK	General Fund	43.59
09/18/2020	MIDWEST TAPE LLC	00478049	99287156	1241 AD ABKS	General Fund	213.57
09/18/2020	MIDWEST TAPE LLC	00478050	99290118	1241 AD MCD'S	General Fund	43.29
09/18/2020	MIDWEST TAPE LLC	00478050	99290118	1241 AD DVD'S	General Fund	262.47
09/18/2020	MIDWEST TAPE LLC	00478050	99290118	1231 Juv DVD'S	General Fund	134.68
09/18/2020	MIDWEST TAPE LLC	00478050	99290118	1233 Juv DVD	General Fund	26.96

09/18/2020	MIDWEST TAPE LLC	00478050	99290118	1235 AD MCD	General Fund	16.45
Total for Payment No.:						1,202.08

Payment No: 017077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MILTON SECURITY GROUP LLC	00478297	Q31388	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
09/18/2020	MILTON SECURITY GROUP LLC	00478298	Q31389	APPLICATION SUPPORT 8/22-9/4	Electric Utility	9,280.00
09/18/2020	MILTON SECURITY GROUP LLC	00478299	Q31390	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
Total for Payment No.:						25,760.00

Payment No: 017078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478215	0000444552	SVP GARBAGE/RECYCLING 08/2020	Electric Utility	1,002.60
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478216	0000444544	SC CYARD JUL 2020	Solid Waste Program	7,338.30
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	4,193.12
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	6,557.07
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	1,709.42
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	1,253.48
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	58.46
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		General Fund	1,401.92
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		Electric Utility	2,402.95
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		Water Utility	1,079.55
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		Cemetery	540.92
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		Solid Waste Program	690.76
09/18/2020	MISSION TRAIL WASTE SYSTEMS	00478217	0000444545		Electric Utility	514.31
Total for Payment No.:						28,742.86

Payment No: 017079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MT TIRE SERVICE	00478069	14387	LABOR- FLEET SERVICE	Fleet Operation Fund	120.00
				Total for Payment No.:		120.00

Payment No: 017080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	OC JONES & SONS INC	00478581	70705	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	109,552.50
09/18/2020	OC JONES & SONS INC	00478581	70705	10% CONTINGENCY.	Parks And Recreation	24,459.41
				Total for Payment No.:		134,011.91

Payment No: 017081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ONESOURCE DISTRIBUTORS LLC	00478695	S6520767.001	WIRE, 600V, CU, #2, 7 STR, 60	Electric Utility	4,504.43
				Total for Payment No.:		4,504.43

Payment No: 017082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ORACLE AMERICA INC	00478588	44973851	PEOPLESFT TECHNICAL SUPPORT F	General Fund	5,125.15
				Total for Payment No.:		5,125.15

Payment No: 017083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PELICAN SIGN SERVICE INC	00478253	60995	NAME PLATE - TAHIR J. NAIM	General Fund	28.61
				Total for Payment No.:		28.61

Payment No: 017084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PENINSULA GYMNASTICS	00478672	20615-20616	CONTRACT PAYMENT FOR CLASSES F	General Fund	2,250.00

Total for Payment No.: 2,250.00

Payment No: 017085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PG&E	00478274	5918427025-0 AUG2020	ELEC SVC BLACK BUTTE HYD AUG20	Electric Utility	937.50
				Total for Payment No.:		937.50

Payment No: 017086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PG&E	00478275	3345487577-5 AUG2020	ELEC SVC STONY GORGE HYD AUG20	Electric Utility	1,072.74
09/18/2020	PG&E	00478275	3345487577-5 AUG2020	ELEC SVC BLACK BUTTE HYD AUG20	Electric Utility	560.94
09/18/2020	PG&E	00478275	3345487577-5 AUG2020	ELEC SVC BLACK BUTTE HYD AUG20	Electric Utility	116.75
				Total for Payment No.:		1,750.43

Payment No: 017087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PG&E	00478277	1501762727-2 AUG2020	ELEC SVC HIGH LINE CANAL AUG20	Electric Utility	291.72
				Total for Payment No.:		291.72

Payment No: 017088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PG&E	00478321	3135894939-9 AUG2020	ELE SVC BENICIA PUMPHOUS AUG20	Electric Utility	56.58
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.72
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	PUMP/4495 N 1ST ST	Sewer Utility	4,935.83
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POOL/2250 ROYAL	General Fund	64.48
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	SR CNTR 1303 FREMONT ST	General Fund	215.21
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	NORTHSIDE LIB 695 MORELAND WAY	General Fund	29.69
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE-STA2 1900 WALSH AVE.	General Fund	146.37
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	57.37

09/18/2020	PG&E	00478792	2490226441-5 AUG2020	STREET/1700 WALSH 50%	General Fund	57.37
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	CITY HALL-1500 Warburton	General Fund	1,201.92
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POLICE/601 EL CAMINO	General Fund	1,559.31
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	COMM SVCS-1515 EL CAMINO REAL	General Fund	8.38
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	BERMAN BLDG-1405 CIVIC CTR	General Fund	41.05
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#1 777 BENTON	General Fund	258.43
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#4-2323 PRUNERIDGE	General Fund	48.45
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POOL/BUCHER-REBIERO	General Fund	8.65
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POOL/BACHER-REBIERO STS	General Fund	89.87
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#9-3011 CORVIN	General Fund	44.35
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	GYM/2450 CABRILLO	General Fund	40.02
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	SPORTS CTR/3445 BENTON	General Fund	15.11
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	CRC/969 KIELY	General Fund	487.93
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#3 2821 HOMESTEAD RD	General Fund	39.07
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	LIBRARY/2635 HOMESTEAD	General Fund	1,026.04
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POOL/2625 PATRICIA	General Fund	4,309.29
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	YOUTH SOCCER 5049 CENTENNIAL	General Fund	37.01
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#10 2401 TALLUTO	General Fund	0.00
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	PARKS/4750 LICK MILL BLVD	General Fund	8.38
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	16.17
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	FIRE/#6-888 AGNEW RD	General Fund	91.80
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POOL/3750 DELA CRUZ	General Fund	60.99
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	2975 LAFAYETTE ST.	General Fund	8.38
09/18/2020	PG&E	00478792	2490226441-5 AUG2020	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	23.13
Total for Payment No.:						14,997.35

Payment No: 017089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PITNEY BOWES	00478396	8977SEP2020	MONTHLY POSTAGE	General Fund	4,606.95

Total for Payment No.: 4,606.95

Payment No: 017090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PRAXAIR DISTRIBUTION INC	00478119	98458830	CYLUNDER RENTAL	General Fund	167.12
09/18/2020	PRAXAIR DISTRIBUTION INC	00478120	97852769	CYLINDER RENTAL	General Fund	162.55
09/18/2020	PRAXAIR DISTRIBUTION INC	00478121	96719163	CYLINDER RENT	General Fund	162.55
09/18/2020	PRAXAIR DISTRIBUTION INC	00478122	97277747	CYLINDER	General Fund	167.12
Total for Payment No.:						659.34

Payment No: 017091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	REFRIGERATION SUPPLIES DISTRIB	00478261	38454977-00	SUPPLIES	General Fund	227.54
Total for Payment No.:						227.54

Payment No: 017092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	RELIABILITY OPTIMIZATION INC	00478263	20-00066	PDM SERVICES DVR AUG2020	Electric Utility	5,126.00
09/18/2020	RELIABILITY OPTIMIZATION INC	00478265	20-00067	PDM SERVICES COGEN AUG2020	Electric Utility	1,993.00
Total for Payment No.:						7,119.00

Payment No: 017093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	RICOH CORP	00478608	9028539983	STADIUM BRIEFING ROOM RICOH LE	General Fund	62.77
09/18/2020	RICOH CORP	00478608	9028539983	STADIUM MANAGERS OFFICE RICOH	S.C.Stadium Authority Ops	78.80
09/18/2020	RICOH CORP	00478608	9028539983	AUGUST 2020 LEASE	Information Technology Service	17,350.11
Total for Payment No.:						17,491.68

Payment No: 017094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ROBERT BLANCHETTE	00477844	29807AUG2020	FY20-21 TOOL REIMBURSEMENT	Fleet Operation Fund	58.98
				Total for Payment No.:		58.98

Payment No: 017095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SC FUELS	00478679	4372432	UNLEADED GASOLINE (87 OCTANE -	Fleet Operation Fund	14,570.86
09/18/2020	SC FUELS	00478684	4393223	UNLEADED GASOLINE (87 OCTANE -	Fleet Operation Fund	14,799.64
				Total for Payment No.:		29,370.50

Payment No: 017096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SERRANO ELECTRIC INC	00478264	29893	SCCC AUG - LABOR	Convention Cnt Maintenance Dis	8,140.00
09/18/2020	SERRANO ELECTRIC INC	00478264	29893	SCCC AUG MATERIAL	Convention Cnt Maintenance Dis	798.56
09/18/2020	SERRANO ELECTRIC INC	00478264	29893	LIFT	Convention Cnt Maintenance Dis	350.00
				Total for Payment No.:		9,288.56

Payment No: 017097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	STAPLES ADVANTAGE	00478794	8059361483-CMO	OFFICE SUPPLIES	General Fund	17.00
09/18/2020	STAPLES ADVANTAGE	00478795	8059361483-ELECGEN	OFFICE SUPPLIES	Electric Utility	7.70
09/18/2020	STAPLES ADVANTAGE	00478796	8059361483-ELECRES	OFFICE SUPPLIES	Electric Utility	52.31
09/18/2020	STAPLES ADVANTAGE	00478797	8059361483-ELECYARD	OFFICE SUPPLIES	Electric Utility	102.79
09/18/2020	STAPLES ADVANTAGE	00478798	8059361483-FINANCE	OFFICE SUPPLIES	General Fund	65.16
09/18/2020	STAPLES ADVANTAGE	00478798	8059361483-FINANCE	OFFICE SUPPLIES	General Fund	30.36
09/18/2020	STAPLES ADVANTAGE	00478798	8059361483-FINANCE	OFFICE SUPPLIES	General Fund	56.99

09/18/2020	STAPLES ADVANTAGE	00478798	8059361483-FINANCE	OFFICE SUPPLIES	General Fund	53.39
09/18/2020	STAPLES ADVANTAGE	00478798	8059361483-FINANCE	OFFICE SUPPLIES	General Fund	51.47
09/18/2020	STAPLES ADVANTAGE	00478799	8059361483-FIRE	OFFICE SUPPLIES	General Fund	115.32
09/18/2020	STAPLES ADVANTAGE	00478799	8059361483-FIRE	OFFICE SUPPLIES	General Fund	98.71
09/18/2020	STAPLES ADVANTAGE	00478799	8059361483-FIRE	OFFICE SUPPLIES	General Fund	326.44
09/18/2020	STAPLES ADVANTAGE	00478799	8059361483-FIRE	OFFICE SUPPLIES	General Fund	20.84
09/18/2020	STAPLES ADVANTAGE	00478800	8059361483-HCS	OFFICE SUPPLIES	General Fund	190.99
09/18/2020	STAPLES ADVANTAGE	00478801	8059361483-HR	OFFICE SUPPLIES	General Fund	33.67
09/18/2020	STAPLES ADVANTAGE	00478802	8059361483-IT	OFFICE SUPPLIES	Information Technology Service	312.08
09/18/2020	STAPLES ADVANTAGE	00478803	8059361483-PARKCH	OFFICE SUPPLIES	General Fund	194.60
09/18/2020	STAPLES ADVANTAGE	00478804	8059361483-POLICEDET	OFFICE SUPPLIES	General Fund	130.27
09/18/2020	STAPLES ADVANTAGE	00478805	8059361483- POLICESPECIAL	OFFICE SUPPLIES	General Fund	60.90
09/18/2020	STAPLES ADVANTAGE	00478806	8059361483-POLICESVC	OFFICE SUPPLIES	General Fund	46.78
09/18/2020	STAPLES ADVANTAGE	00478807	8059361483-WATER	OFFICE SUPPLIES	Sewer Utility	96.05
09/18/2020	STAPLES ADVANTAGE	00478807	8059361483-WATER	OFFICE SUPPLIES	Water Utility	96.06
				Total for Payment No.:		2,159.88

Payment No: 017098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SUNE W12DG-C, LLC	00478377	CA-12-0396-21	ENERGY PURCH (SOLAR) AUG20	Electric Utility	12,606.99
				Total for Payment No.:		12,606.99

Payment No: 017099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	YSERCO INC	00478270	8133	LABOR REMOTE AFTER HOURS	Public Buildings	260.00
				Total for Payment No.:		260.00

Payment No: 017100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRANSCANADA TURBINES INC	00478624	1014021	BORESCOPE INSPECTION AND VG SY	Electric Utility Construction	9,438.76
				Total for Payment No.:		9,438.76

Payment No: 017101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRI-DAM POWER AUTHORITY	00478351	2020-08S SVP	ENERGY PURCH (HYDRO) AUG20	Electric Utility	538,570.82
				Total for Payment No.:		538,570.82

Payment No: 017102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRI-DAM PROJECT	00478355	2020-08 SVP	ENERGY PURCH (HYDRO) AUG20	Electric Utility	1,965,634.26
				Total for Payment No.:		1,965,634.26

Payment No: 017103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNISYS CORP	00478609	M200807	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	686,124.31
09/18/2020	UNISYS CORP	00478609	M200807	STADIUM OPERATIONS COST	General Fund	1,113.78
				Total for Payment No.:		687,238.09

Payment No: 017104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNITED REFRIGERATION INC	00478271	74841650-00	FS 2 AC	General Fund	42.61
09/18/2020	UNITED REFRIGERATION INC	00478272	74968032-00	OLD COURTHOUSE AC	General Fund	122.64
				Total for Payment No.:		165.25

Payment No: 017105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNITY COURIER SERVICES, INC	00478296	461062	Link+ Delivery	General Fund	878.00
				Total for Payment No.:		878.00

Payment No: 017106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	US DEPT OF ENERGY	00478357	NNPB000270820	CVP O&M FUNDING CREDIT	Electric Utility	-631,341.55
09/18/2020	US DEPT OF ENERGY	00478357	NNPB000270820	POWER BILL AUG20	Electric Utility	741,850.74
09/18/2020	US DEPT OF ENERGY	00478357	NNPB000270820	WREGIS PASS-THRU CHGS AUG20	Electric Utility	0.25
				Total for Payment No.:		110,509.44

Payment No: 017107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	WAXIE SANITARY SUPPLY	00478126	79276449	PURELL HAND SANITIZER	General Fund	145.08
09/18/2020	WAXIE SANITARY SUPPLY	00478307	79438915	PAPER TOWELS	General Fund	2,904.63
				Total for Payment No.:		3,049.71

Payment No: 017108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	WILLIAMS SCOTSMAN INC	00478220	8070191	40X8 CONTAINER RENT SEP20	Street Lighting	241.32
09/18/2020	WILLIAMS SCOTSMAN INC	00478220	8070191	CONTAINER LOCK - RENTAL SEP20	Street Lighting	19.62
09/18/2020	WILLIAMS SCOTSMAN INC	00478220	8070191	PROPERTY TAX RECOVERY SEP20	Street Lighting	9.65
				Total for Payment No.:		270.59

Overall Total	5,437,608.33
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City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/17/2020
Run Time 10:17:59 AM

Sorted by Payment Number

Payment No: 645819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BILL LUTZ	00478670	18432FEB2020C	CRIA CONFERENCE	General Fund	156.00
				Total for Payment No.:		156.00

Payment No: 645820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CALIFORNIA PARK & RECREATION	00478106	5729AUG2020	Member Agency Dues	General Fund	555.00
				Total for Payment No.:		555.00

Payment No: 645821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CRATUS INC.	00478587	24563SEP2020	15% CONTINGENCY.	Sewer Utility Construction	64,841.41
09/18/2020	CRATUS INC.	00478587	24563SEP2020	RETENTION	Sewer Utility Construction	-3,242.07
				Total for Payment No.:		61,599.34

Payment No: 645822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FRANK L DESOUSA	00477843	854AUG2020	FY20-21 TOOL REIMBURSEMENT	Fleet Operation Fund	340.53
09/18/2020	FRANK L DESOUSA	00478359	854AUG2020A	FY20-21 SAFETY BOOTS REIMBSMNT	Fleet Operation Fund	108.15
				Total for Payment No.:		448.68

Payment No: 645823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	G. BORTOLOTTI & CO	00478589	4834	AGREEMENT FOR THE 2020 PAVEMEN	Streets And Highways	921,595.05
09/18/2020	G. BORTOLOTTI & CO	00478589	4834	RETENTION	Streets And Highways	-46,079.75
				Total for Payment No.:		875,515.30

Payment No: 645824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HUGO ESTRADA	00478698	32321AUG2020A	TRAINING	General Fund	249.00
				Total for Payment No.:		249.00

Payment No: 645825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	JOHN BAYDO	00478603	23570AUG2020C	CAP - AUG 2020	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 645826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	JOSE RUBIN ORTIZ	00478592	33840AUG2020	REIMBURSEMENT WALKING SHOES	General Fund	120.00
				Total for Payment No.:		120.00

Payment No: 645827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MONAR LLC	00478068	35352AUG2020	REFUND R1817831-1/0006 6-27-18	Deposit Funds.	3,766.00
				Total for Payment No.:		3,766.00

Payment No: 645828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	PAUL POLACEK	00478057	32317AUG2020	SafetyBootReimbursementFY20-21	General Fund	213.00
Total for Payment No.:						213.00

Payment No: 645829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	RANDY KENT	00477954	35349AUG2020	CAP MONTHLY REIMB. - JULY 2020	General Fund	40.00
09/18/2020	RANDY KENT	00477955	35349AUG2020A	CAP MONTHLY REIMB - AUG, 2020	General Fund	40.00
09/18/2020	RANDY KENT	00477956	35349AUG2020B	LIVESCAN FINGERPRINT REIMB	General Fund	25.00
Total for Payment No.:						105.00

Payment No: 645830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	RODRIGO GALINDO	00478722	12729SEP2020	REIMB TRAINING VIDEO EQUIP	General Fund	478.76
Total for Payment No.:						478.76

Payment No: 645831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	STATE CONTROLLERS OFFICE	00478827	6730SEP2020	CONFIRM CHARGE CSC REV 20-2	General Fund	150.00
Total for Payment No.:						150.00

Payment No: 645832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	THE MECHANICS BANK	00478584	1772SEP2020	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	7,397.50
09/18/2020	THE MECHANICS BANK	00478584	1772SEP2020	10% CONTINGENCY.	Parks And Recreation	1,287.34
Total for Payment No.:						8,684.84

Payment No: 645833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	ANTONIO BUNTING	00478573	00079367-01 Utility Refund	UTILITY REFUND	General Fund	206.66
Total for Payment No.:						206.66
Payment No: 645834						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BENNY WONG	00478574	00076224-01 Utility Refund B	UTILITY REFUND	General Fund	28.95
Total for Payment No.:						28.95
Payment No: 645835						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HUANG, XIAOLIN	00478569	00078593-01 Utility Refund	UTILITY REFUND	General Fund	119.98
Total for Payment No.:						119.98
Payment No: 645836						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	JIM THAYER	00478570	00073800-01 Utility Refund	UTILITY REFUND	General Fund	189.90
Total for Payment No.:						189.90
Payment No: 645837						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MAAR, ANDREAS	00478568	00077976-03 Utility Refund	UTILITY REFUND	General Fund	63.58
Total for Payment No.:						63.58
Payment No: 645838						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ROBERT ALDRIDGE	00478572	00073810-01 Utility Refund B	UTILITY REFUND	General Fund	76.04
Total for Payment No.:						76.04

Payment No: 645839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SHUAI YUAN	00478571	00073834-02 Utility Refund A	UTILITY REFUND	General Fund	257.45
				Total for Payment No.:		257.45

Payment No: 645840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	WALSH PROFESSIONAL BLVD LLC	00478567	00074892-01 Utility Refund	UTILITY REFUND	General Fund	659.45
				Total for Payment No.:		659.45

Payment No: 645841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MR KANO PERUVIAN RESTAURANT	00478818	35381SEP2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 645842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PRINTPAPA	00478819	35382SEP2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 645843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	3-FOLD COMMUNICATIONS, LLC	00478835	6761	As-needed consulting Services	General Fund	687.50
				Total for Payment No.:		687.50

Payment No: 645844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ALLIED UNIVERSAL SECURITY SVCS	00478731	10403965	FY 2020-21 SECURITY SERVICES F	Convention Cnt Maintenance Dis	12,231.68

Total for Payment No.: 12,231.68

Payment No: 645845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ALPINE AWARDS	00478554	5542933	Recreation FT Staff Shirts and	General Fund	2,014.92
				Total for Payment No.:		2,014.92

Payment No: 645846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ALTEC INDUSTRIES INC	00478103	11468827	PARTS-V#3204	Fleet Operation Fund	359.72
				Total for Payment No.:		359.72

Payment No: 645847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AMERESCO	00478358	38895	ENERGY (LANDFILL GAS) AUG20	Electric Utility	40,286.18
				Total for Payment No.:		40,286.18

Payment No: 645848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AMERICAN TEXTILE & SUPPLY INC	00478682	107324	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	676.89
09/18/2020	AMERICAN TEXTILE & SUPPLY INC	00478682	107324	EXAM GLOVES, LARGE, POWDERLESS	Water Utility	1,579.41
09/18/2020	AMERICAN TEXTILE & SUPPLY INC	00478705	107219	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	152.49
09/18/2020	AMERICAN TEXTILE & SUPPLY INC	00478705	107219	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	152.51
				Total for Payment No.:		2,561.30

Payment No: 645849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ANIMAL DAMAGE MANAGEMENT	00478212	3293C	08/12/20 SERVICES	General Fund	895.00

Total for Payment No.: 895.00

Payment No: 645850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ARAMARK UNIFORM SERVICES	00478250	760958597	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		407.10

Payment No: 645851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ASG BUILDERS	00478814	2	CONTRACT FOR THE ADA CURB RAMP	H.U.D Capital Projects	80,708.04
09/18/2020	ASG BUILDERS	00478814	2	15% CONTINGENCY.	H.U.D Capital Projects	1,896.99
09/18/2020	ASG BUILDERS	00478814	2	RETENTION	H.U.D Capital Projects	-4,130.25
				Total for Payment No.:		78,474.78

Payment No: 645852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	General Fund	98.89
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	General Fund	168.86
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	General Fund	172.32
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	General Fund	141.46
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	General Fund	121.74
09/18/2020	AT&T MOBILITY	00478219	828928594X08162020	STREETS	Solid Waste Utility-Constructi	26.64
				Total for Payment No.:		729.91

Payment No: 645853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	AZCO SUPPLY, INC.	00478681	284144	BAND, POLE, 4IN DIA. POLE SHAF	Electric Utility	981.00

09/18/2020	AZCO SUPPLY, INC.	00478691	284099	BELL, CONDUIT, PVC, END, 4IN.	Electric Utility	81.97
09/18/2020	AZCO SUPPLY, INC.	00478691	284099	MOULDING, PVC, 3IN X 10FT-0IN,	Electric Utility	451.70
09/18/2020	AZCO SUPPLY, INC.	00478691	284099	BEND, CONDUIT, PVC, 2INX90 DEG	Electric Utility	46.56
09/18/2020	AZCO SUPPLY, INC.	00478691	284099	BOX, FIBERGLASS, N-36, 17INX30	Electric Utility	1,340.70
				Total for Payment No.:		2,901.93

Payment No: 645854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BAYSCAPE LANDSCAPE MANAGEMENT	00478675	19161	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	3,800.00
				Total for Payment No.:		3,800.00

Payment No: 645855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00478725	6969251	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	620.00
09/18/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00478730	6971639	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
09/18/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00478767	7001875	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	700.00
				Total for Payment No.:		16,309.00

Payment No: 645856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CALIFORNIA PRODUCT STEWARSHSIP COUNCIL	00478213	FY21-018-AF	FY20-21 CPSC ASSOCIATE FEES	Solid Waste Program	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 645857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CHAIR-PROS	00478108	C2008121	Dispatch Chair T Morgan	General Fund	1,169.43

Total for Payment No.:	1,169.43
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Payment No: 645858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CIRCLEPOINT	00478834	2008015	As-Needed Consulting Services	General Fund	5,121.25
Total for Payment No.:						5,121.25

Payment No: 645859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CODE PUBLISHING CO	00478693	67343	CODE SUPPLEMENT - Replaces PO	General Fund	960.00
09/18/2020	CODE PUBLISHING CO	00478841	67677	CODE SUPPLEMENT - Replaces PO	General Fund	475.00
Total for Payment No.:						1,435.00

Payment No: 645860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CONSOLIDATED PARTS INC	00478223	5062620	TOOLS	Water Utility	79.57
Total for Payment No.:						79.57

Payment No: 645861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CONSUELO JIMENEZ	00475053	07/07/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	548.00
09/18/2020	CONSUELO JIMENEZ	00475054	07/07/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	300.00
Total for Payment No.:						848.00

Payment No: 645862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	COOKS AUTOMOTIVE	00478104	343419	PARTS-V#0067	Fleet Operation Fund	23.42
Total for Payment No.:						23.42

Payment No: 645863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	CRESCO EQUIPMENT RENTALS	00478282	5242371-0001	PROPANE	Electric Utility	25.83
				Total for Payment No.:		25.83

Payment No: 645864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	D & M POLYGRAPH	00478062	24084AUG2020	Poly McDonald Acosta Smith	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 645865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	DELL MARKETING LP	00478230	10394929862	CDD TAXABLE	General Fund	1,293.70
09/18/2020	DELL MARKETING LP	00478230	10394929862	FIRE TAXABLE	General Fund	3,881.10
09/18/2020	DELL MARKETING LP	00478230	10394929862	DPW TAXABLE	General Fund	1,293.70
09/18/2020	DELL MARKETING LP	00478230	10394929862	IT STOCK TAXABLE	General Government - Other	12,936.98
09/18/2020	DELL MARKETING LP	00478230	10394929862	CDD NON-TAXABLE	General Fund	257.12
09/18/2020	DELL MARKETING LP	00478230	10394929862	FIRE NON-TAXABLE	General Fund	771.36
09/18/2020	DELL MARKETING LP	00478230	10394929862	DPW NON-TAXABLE	General Fund	257.12
09/18/2020	DELL MARKETING LP	00478230	10394929862	IT STOCK NON-TAXABLE	General Government - Other	2,571.20
				Total for Payment No.:		23,262.28

Payment No: 645866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	DESTINATION ADVANTAGE LLC	00478820	348	JULY 2020 WEBSITE SUPPORT	Deposit Funds.	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 645867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	DUNN-EDWARDS CORP	00478305	2011164390	PAINT	General Fund	61.69
09/18/2020	DUNN-EDWARDS CORP	00478310	2011164408	PAINT	General Fund	141.98
				Total for Payment No.:		203.67

Payment No: 645868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ED JONES CO INC	00478063	46104	Cap Piece - Officer	General Fund	109.29
09/18/2020	ED JONES CO INC	00478064	46254	Refrub Badges AsstChief & Capt	General Fund	134.90
				Total for Payment No.:		244.19

Payment No: 645869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ENERGY PROJECT SOLUTIONS LLC	00478628	2020.346	DOT PIPEINE MANAGEMENT	Electric Utility	6,204.00
09/18/2020	ENERGY PROJECT SOLUTIONS LLC	00478628	2020.346	DOT PIPELINE MANAGEMENT (5 MON	Electric Utility	696.00
				Total for Payment No.:		6,900.00

Payment No: 645870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	EUGENE BURGER MANAGEMENT	00478606	94877	MGMT FEE FOR AUG	General Fund	1,179.38
				Total for Payment No.:		1,179.38

Payment No: 645871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FASTER ASSET SOLUTIONS	00478105	CINV-002861	SOFTWARE UPGRADES- FLEET MNGT	Fleet Operation Fund	9,844.79
				Total for Payment No.:		9,844.79

Payment No: 645872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FEDERAL EXPRESS	00478236	7-107-24029	MISC. SHIPPING DVR	Electric Utility	48.50
				Total for Payment No.:		48.50

Payment No: 645873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FEDEX FREIGHT INC	00478262	771351887829	MISC SHIPPING DVR RF MAC	Electric Utility	117.62
				Total for Payment No.:		117.62

Payment No: 645874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FIRST ALARM SECURITY & PATROL,	00478602	10268006	SECURITY SERVICES (1 YEAR, \$91	General Fund	910.00
				Total for Payment No.:		910.00

Payment No: 645875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FLOW AMERICA, LLC	00478627	93086176	PN# V372417 - PACKING SET GRF	Electric Utility	4,211.79
09/18/2020	FLOW AMERICA, LLC	00478627	93086176	PN# 361315 - C RINGS	Electric Utility	10,060.27
09/18/2020	FLOW AMERICA, LLC	00478627	93086176	PN# V195964 - DIAPHRAGM, BUNA	Electric Utility	1,020.22
09/18/2020	FLOW AMERICA, LLC	00478627	93086176	PN# 364095 - VARISEAL RETAINER	Electric Utility	911.10
				Total for Payment No.:		16,203.38

Payment No: 645876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	FRONTIER FORD	00477756	CM644272	CORE CREDIT-V#2827	Fleet Operation Fund	-218.00
09/18/2020	FRONTIER FORD	00478033	647917	PARTS- V#3523	Fleet Operation Fund	244.02
				Total for Payment No.:		26.02

Payment No: 645877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GABY GEMETTI	00478823	09/01/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	290.00
				Total for Payment No.:		290.00

Payment No: 645878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GLOBAL RENTAL CO	00478232	3534551	RENT FREIGHTLINER M2-106 SEP20	Electric Utility	3,815.00
				Total for Payment No.:		3,815.00

Payment No: 645879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GLR FASTENERS INC	00478110	p082495	FENDER WAHSER	General Fund	47.29
				Total for Payment No.:		47.29

Payment No: 645880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GOLDEN GATE TRUCK CENTER	00478067	FA005006714:01	PARTS-V#3028	Fleet Operation Fund	101.13
				Total for Payment No.:		101.13

Payment No: 645881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GRIFFIN AUTO PARTS	00478034	1-260089	PARTS- V#3237	Fleet Operation Fund	150.71
09/18/2020	GRIFFIN AUTO PARTS	00478034	1-260089	RECYCLING FEE-V#3237	Fleet Operation Fund	1.09
09/18/2020	GRIFFIN AUTO PARTS	00478065	1-260108	PARTS-V#1376	Fleet Operation Fund	112.20
09/18/2020	GRIFFIN AUTO PARTS	00478065	1-260108	RECYCLING FEE-V#1376	Fleet Operation Fund	1.09
09/18/2020	GRIFFIN AUTO PARTS	00478066	1-260119	PARTS-V#1808	Fleet Operation Fund	182.45
09/18/2020	GRIFFIN AUTO PARTS	00478066	1-260119	RECYCLING FEE-V#1808	Fleet Operation Fund	1.09
				Total for Payment No.:		448.63

Payment No: 645882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	GTT COMMUNICATIONS INC	00478373	INV3908943	INTERNET SVCS 881/1705 SEP20	Electric Utility	3,992.63
				Total for Payment No.:		3,992.63

Payment No: 645883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HEALTHINVEST HRA	00478674	32307SEP2020	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 645884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HOME DEPOT USA	00478114	517832796	APER TOWEL AND CLOTH WIPER	General Fund	21.82
09/18/2020	HOME DEPOT USA	00478244	569290133	JANITORIAL SUPPLIES	General Fund	281.77
09/18/2020	HOME DEPOT USA	00478308	570628479	SANITIZER & SUPPLIES	General Fund	2,618.25
				Total for Payment No.:		2,921.84

Payment No: 645885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	HYDROSCIENCE ENGINEERS INC	00478673	316002013	AS-NEEDED SERVICES	Water Utility Construction	2,105.00
				Total for Payment No.:		2,105.00

Payment No: 645886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ICE US OTC COMMODITY MARKETS LLC	00478374	0820000868088	ENERGY BROKER COMM AUG20	Electric Utility	5,555.00
				Total for Payment No.:		5,555.00

Payment No: 645887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	INDUSTRIAL PLUMBING SUPPLY	00478257	89135	RESTOCK	General Fund	6,806.49
09/18/2020	INDUSTRIAL PLUMBING SUPPLY	00478259	89119	PD PISTOL RANGE	General Fund	1,024.20
				Total for Payment No.:		7,830.69

Payment No: 645888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	INTELLIGENT TECHNOLOGIES & SVC	00478280	86357	DVR DISABLE PA SYSTEM	Electric Utility	1,482.00
				Total for Payment No.:		1,482.00

Payment No: 645889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	INTERNAP NETWORK SERVICES CORP	00478283	B1-14428301	INTERNET SERVICE	Information Technology Service	1,749.25
				Total for Payment No.:		1,749.25

Payment No: 645890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	INTERNATIONAL ACADEMIES OF	00478188	SIN256827	Recert L Loretto	General Fund	100.00
09/18/2020	INTERNATIONAL ACADEMIES OF	00478189	SIN256916	Recert J Carter	General Fund	50.00
				Total for Payment No.:		150.00

Payment No: 645891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ISUPPORT SOFTWARE	00478372	200200	ISUPPORT MS WINDOWS SEP20-22	Electric Utility	4,954.00
				Total for Payment No.:		4,954.00

Payment No: 645892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	JMS SOUTHEAST INC	00478625	I120202301	TC MULTIPOINT ASSY DWG# 25280	Electric Utility	5,631.90
Total for Payment No.:						5,631.90

Payment No: 645893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	KINECTRICS NORTH AMERICA INC	00478354	90146731	CONSULTING - SENIOR ANALYST	Electric Utility Construction	16,500.00
09/18/2020	KINECTRICS NORTH AMERICA INC	00478354	90146731	TRAVEL/ACCOMODATION	Electric Utility Construction	6,077.80
Total for Payment No.:						22,577.80

Payment No: 645894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	LIEBERT CASSIDY WHITMORE	00478836	1504733	LEGAL SERVICES	Special Liability Insurance	8,345.07
Total for Payment No.:						8,345.07

Payment No: 645895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	LINCOLN AQUATICS	00478115	36007269	LIQUID CHLORINE	General Fund	472.62
09/18/2020	LINCOLN AQUATICS	00478115	36007269	PERTICIDE ASSESSMENT	General Fund	45.45
09/18/2020	LINCOLN AQUATICS	00478116	36007258	LIQUID CHLORINE	General Fund	799.41
09/18/2020	LINCOLN AQUATICS	00478116	36007258	PESTICIDE ASSESMENT	General Fund	51.06
09/18/2020	LINCOLN AQUATICS	00478303	D8699927	POOL RACING LANE	General Fund	2,388.72
09/18/2020	LINCOLN AQUATICS	00478304	D8699510	RACING LANES POOL	General Fund	4,117.59
Total for Payment No.:						7,874.85

Payment No: 645896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MINTIER HARNISH LP	00478623	SantaClaraZCU-25	CHANGE ORDER #1 - ADDITIONAL F	General Government - Other	587.50

Total for Payment No.: 587.50

Payment No: 645897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MISSION VALLEY FORD TRUCK	00474648	747099	PARTS-STOCK	Fleet Operation Fund	88.89
Total for Payment No.:						88.89

Payment No: 645898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MOOSE RAPIDS TECHNOLOGIES	00478095	200814003	WINPACS	General Fund	412.50
Total for Payment No.:						412.50

Payment No: 645899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MTH ENGINEERS INC	00478129	12306	ENG/CON DESIGN AUG2020	Electric Utility Construction	22,848.00
Total for Payment No.:						22,848.00

Payment No: 645900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00478070	0151793-IN	PARTS-V#3028	Fleet Operation Fund	93.40
09/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00478071	0152001-IN	PARTS-STOCK	Fleet Operation Fund	186.06
Total for Payment No.:						279.46

Payment No: 645901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	NAPA AUTO PARTS	00478072	5983-585022	PARTS-V#3018	Fleet Operation Fund	12.07
09/18/2020	NAPA AUTO PARTS	00478081	5983-585267	BATTERIES- SANITIZER FOR COVID	Other City Dept Op Grant Fund	216.91

09/18/2020	NAPA AUTO PARTS	00478082	5983-585286	PARTS-STOCK	Fleet Operation Fund	106.47
09/18/2020	NAPA AUTO PARTS	00478083	5983-585608	PARTS-V#3410	Fleet Operation Fund	139.03
09/18/2020	NAPA AUTO PARTS	00478084	5983-585723	PARTS-V#3082	Fleet Operation Fund	5.33
09/18/2020	NAPA AUTO PARTS	00478085	5983-585919	PARTS-V#2958	Fleet Operation Fund	139.81
09/18/2020	NAPA AUTO PARTS	00478086	5983-586101	PARTS-V#3028	Fleet Operation Fund	32.51
09/18/2020	NAPA AUTO PARTS	00478087	5983-586185	PARTS-STOCK	Fleet Operation Fund	138.29
09/18/2020	NAPA AUTO PARTS	00478088	5983-586551	PARTS-V#0067	Fleet Operation Fund	8.79
09/18/2020	NAPA AUTO PARTS	00478089	5983-586964	PARTS-V#3136	Fleet Operation Fund	19.38
09/18/2020	NAPA AUTO PARTS	00478090	5983-587149	PARTS-V#3086	Fleet Operation Fund	152.31
				Total for Payment No.:		970.90

Payment No: 645902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	NORTHWEST ENERGY EFFICIENCY COUNCIL	00478314	10497	2020 BLD OPER CERT R. BLAS	Elec OperatingGrant Trust Fund	1,895.00
09/18/2020	NORTHWEST ENERGY EFFICIENCY COUNCIL	00478314	10497	2020 BLD OPER CERT DJ. MATTAIR	Elec OperatingGrant Trust Fund	1,895.00
09/18/2020	NORTHWEST ENERGY EFFICIENCY COUNCIL	00478314	10497	2020 BLD OPER CERT J. MUNGUIA	Elec OperatingGrant Trust Fund	1,895.00
09/18/2020	NORTHWEST ENERGY EFFICIENCY COUNCIL	00478314	10497	2020 BLD OPER CERT R. RAMON	Elec OperatingGrant Trust Fund	1,895.00
09/18/2020	NORTHWEST ENERGY EFFICIENCY COUNCIL	00478314	10497	2020 BLD OPER CERT M. SAVELLA	Elec OperatingGrant Trust Fund	1,895.00
				Total for Payment No.:		9,475.00

Payment No: 645903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PACIFIC COAST PETROLEUM INC.	00478091	966279	OIL-STOCK	Fleet Operation Fund	1,225.38
				Total for Payment No.:		1,225.38

Payment No: 645904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PACIFIC GAS & ELECTRIC CO	00472147	0007916574-2	BUCKS CREEK RELICENSING MAR20	Electric Utility Construction	21,374.16
				Total for Payment No.:		21,374.16

Payment No: 645905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PAETEC	00478676	72966067	Annual ongoing telephone servi	Information Technology Service	5,019.41
				Total for Payment No.:		5,019.41

Payment No: 645906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PEACE OFFICERS RESEARCH ASSOC OF CA	00478117	597814	legal defense fund Oct	General Fund	342.00
				Total for Payment No.:		342.00

Payment No: 645907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PRINCETON VETERINARY CLINIC	00478109	82130	K9 officer Kairo vet visit	General Fund	287.38
				Total for Payment No.:		287.38

Payment No: 645908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	PRIORITY DISPATCH	00478190	SIN235591	PRO QA License Traning	General Fund	2,306.25
09/18/2020	PRIORITY DISPATCH	00478192	SIN235595	AQUA Sft ware for EMD	General Fund	2,152.50
				Total for Payment No.:		4,458.75

Payment No: 645909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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09/18/2020	R & B CO	00478228	S1959426.001	HOSE SWIVELS AND ADAPTERS	Water Utility	1,471.89
09/18/2020	R & B CO	00478238	S1959991.001	WILKINGS BALL VALVE	Water Utility	3,330.56
09/18/2020	R & B CO	00478239	S1957490.001	HYMAX GRIP	Water Utility	1,419.35
09/18/2020	R & B CO	00478240	S1962107.001	SEAT RETAINER	Water Utility	228.90
09/18/2020	R & B CO	00478241	S1963111.001	PVC PIPE	Water Utility	940.45
09/18/2020	R & B CO	00478242	S1962420.001	CHLORINE TABLETS	Water Utility	331.80
09/18/2020	R & B CO	00478677	S1957109.002	BUSHING, BRASS, 3IN X 2IN	Water Utility	1,971.38
09/18/2020	R & B CO	00478677	S1957109.002	COUPLING, BRASS, 2IN	Water Utility	1,071.03
09/18/2020	R & B CO	00478677	S1957109.002	ELBOW, BRASS, 90 DEGREES, 1IN	Water Utility	568.44
09/18/2020	R & B CO	00478677	S1957109.002	ELBOW, BRASS, STREET, 90 DEGRE	Water Utility	328.74
09/18/2020	R & B CO	00478678	S1961957.001	NIPPLE, BRASS, 3/4IN X CLOSE	Water Utility	68.80
09/18/2020	R & B CO	00478678	S1961957.001	COUPLING, METER 3/4 X 2IN, FOR	Water Utility	359.76
09/18/2020	R & B CO	00478680	S1957687.003	FOSTER ADAPTOR, INFAC 6 INCH	Water Utility	811.13
09/18/2020	R & B CO	00478683	S1962877.002	ELBOW, BRASS, STREET, 90 DEGRE	Water Utility	1,438.80
09/18/2020	R & B CO	00478683	S1962877.002	NIPPLE, BRASS 2 X 4	Water Utility	159.84
09/18/2020	R & B CO	00478702	S1957453.001	FOSTER ADAPTOR, INFAC 8 INCH	Water Utility	1,570.97
				Total for Payment No.:		16,071.84

Payment No: 645910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	REGENTS OF THE UNIV OF CALIF	00478703	10959690	LEGAL REFERENCES	General Fund	262.40
				Total for Payment No.:		262.40

Payment No: 645911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ROYAL BRASS INC	00478092	932843-001	CUC 2020- D2211	Solid Waste Program	1,435.42
				Total for Payment No.:		1,435.42

Payment No: 645912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SAFETY-KLEEN SYSTEMS INC	00478123	84074824	OIL SERVICES	General Fund	244.00
				Total for Payment No.:		244.00

Payment No: 645913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SANTA CLARA LIGHTING, INC.	00478267	18942	TASMAN	General Fund	362.32
09/18/2020	SANTA CLARA LIGHTING, INC.	00478268	18436	CITY HALL	General Fund	491.32
09/18/2020	SANTA CLARA LIGHTING, INC.	00478269	19101	TASMAN BALLAST	General Fund	1,012.17
				Total for Payment No.:		1,865.81

Payment No: 645914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SANTA CLARA WEEKLY	00478287	1244644	AD:CEQA WORK RNW GEN RULES/REG	Electric Utility	1,320.00
09/18/2020	SANTA CLARA WEEKLY	00478686	1244643	ORDINANCE NO. 2021	General Fund	576.00
				Total for Payment No.:		1,896.00

Payment No: 645915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SCP DISTRIBUTORS LLC	00478124	36007473	LEAFIEAF MASTER	General Fund	161.93
09/18/2020	SCP DISTRIBUTORS LLC	00478125	36007186	POWDER CONDITIONER & SANICLOR	General Fund	246.56
09/18/2020	SCP DISTRIBUTORS LLC	00478306	36007879	POOL CHEMS	General Fund	74.49
				Total for Payment No.:		482.98

Payment No: 645916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SHRED-IT USA LLC	00478158	8180338275	SHREDIT SVP 881MARTIN 8/12/20	Electric Utility	143.27
				Total for Payment No.:		143.27

Payment No: 645917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	STATCOMM INC	00478074	152475	ANNUAL MTCE QUARTERLY Q3 2020	Electric Utility	871.23
				Total for Payment No.:		871.23

Payment No: 645918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	STEVENS CREEK CHRYSLER JEEP	00478097	261810	LABOR-V#3136 WO#128060	Fleet Operation Fund	694.49
09/18/2020	STEVENS CREEK CHRYSLER JEEP	00478097	261810	PARTS-V#3136 WO#128060	Fleet Operation Fund	537.51
				Total for Payment No.:		1,232.00

Payment No: 645919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SUNNYVALE FORD	00478099	172747	PARTS-STOCK	Fleet Operation Fund	153.34
				Total for Payment No.:		153.34

Payment No: 645920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	SYNERGETIC CONSULTING INC	00478300	20-0673	Support /Dev Svcs Jul-Aug TM	General Fund	1,265.00
				Total for Payment No.:		1,265.00

Payment No: 645921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL RECURRING CELL SERVICE	General Fund	3,750.36
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL PD CELLULAR SERVICE	General Fund	450.00
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL STADIUM CELLULAR SERVIC	General Fund	39.06
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL CMO CELLULAR SERVICE	General Fund	257.88
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL PARKS CELLULAR SERVICE	General Fund	611.94
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL WATER CELLULAR SERVICE	Sewer Utility	577.50

09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL COUNCIL CELLULAR SERVICE	General Fund	65.10
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL CCD CELLULAR SERVICE	General Fund	247.38
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL HR CELLULAR SERVICE	General Fund	65.10
09/18/2020	T-MOBILE	00478607	952058658 JULY2020	JUL DPW CELLULAR SERVICE	General Fund	111.30
Total for Payment No.:						6,175.62

Payment No: 645922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TERI BLACK & CO LLC	00478604	19-0829-093	PHASE I	General Fund	4,750.00
09/18/2020	TERI BLACK & CO LLC	00478604	19-0829-093	REIMBURSABLE EXPENSES	General Fund	821.25
Total for Payment No.:						5,571.25

Payment No: 645923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	THE HOME DEPOT PRO	00478309	570849513	COTTON MOP	General Fund	131.32
Total for Payment No.:						131.32

Payment No: 645924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	THE SOURCING GROUP, LLC	00478003	323333	#10 WINDOW ENVELOPES - AR	General Fund	261.71
Total for Payment No.:						261.71

Payment No: 645925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	THYSSENKRUPP ELEVATOR	00478728	3005470247	ELEVATOR MAINTENANCE FOR THE S	Convention Cnt Maintenance Dis	354.70
Total for Payment No.:						354.70

Payment No: 645926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRUE BLUE AUTOMATION SERVICES	00478671	1186	WATER ALLOCATION FOR ELECTRICA	Water Utility	6,955.00
				Total for Payment No.:		6,955.00

Payment No: 645927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TRUEPOINT SOLUTIONS, LLC	00478391	19-812RB	Accela Deliverable 9B HDL	General Government - Other	4,861.00
09/18/2020	TRUEPOINT SOLUTIONS, LLC	00478397	20-586	Accela Deliverable 9F AD Integ	General Government - Other	7,965.00
				Total for Payment No.:		12,826.00

Payment No: 645928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	TURF & INDUSTRIAL EQUIPMENT CO	00478352	RO27667	CHAIN/BAR SERVICE-MISC SUPPLIE	Electric Utility	4.91
09/18/2020	TURF & INDUSTRIAL EQUIPMENT CO	00478352	RO27667	CHAIN/BAR SERVICE-SHOP PARTS	Electric Utility	120.95
09/18/2020	TURF & INDUSTRIAL EQUIPMENT CO	00478352	RO27667	CHAIN/BAR SERVICE-FREIGHT	Electric Utility	10.00
09/18/2020	TURF & INDUSTRIAL EQUIPMENT CO	00478352	RO27667	CHAIN/BAR SERVICE-SHOP LABOR	Electric Utility	190.00
				Total for Payment No.:		325.86

Payment No: 645929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	ULINE	00478258	123338703	Bins for Curbside	General Fund	3,077.95
09/18/2020	ULINE	00478260	123345275	Bins for Curbside	General Fund	2,943.00
				Total for Payment No.:		6,020.95

Payment No: 645930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNIFIRST CORPORATION	00478075	385 0402036	DELIVERY FEE SVP	Electric Utility	13.00
09/18/2020	UNIFIRST CORPORATION	00478075	385 0402036	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	39.73

09/18/2020	UNIFIRST CORPORATION	00478076	385 0402037	GARMENT RENTAL/CLEANING T&D	Electric Utility	772.43
09/18/2020	UNIFIRST CORPORATION	00478077	385 0402039	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31
09/18/2020	UNIFIRST CORPORATION	00478078	385 0402042	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	404.71
09/18/2020	UNIFIRST CORPORATION	00478079	385 0402043	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
09/18/2020	UNIFIRST CORPORATION	00478080	385 0402083	GARMENT RENT/CLEANING SVC CH	Electric Utility	85.93
09/18/2020	UNIFIRST CORPORATION	00478346	385 0393928	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	629.42
09/18/2020	UNIFIRST CORPORATION	00478360	385 0403058	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	39.73
09/18/2020	UNIFIRST CORPORATION	00478360	385 0403058	DELIVERY FEE SVP	Electric Utility	13.00
09/18/2020	UNIFIRST CORPORATION	00478361	385 0403059	GARMENT RENTAL/CLEANING T&D	Electric Utility	768.43
09/18/2020	UNIFIRST CORPORATION	00478362	385 0403061	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31
09/18/2020	UNIFIRST CORPORATION	00478363	385 0403065	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	402.71
09/18/2020	UNIFIRST CORPORATION	00478364	385 0403066	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
09/18/2020	UNIFIRST CORPORATION	00478365	385 0403099	GARMENT RENT/CLEANING SVC CH	Electric Utility	87.58
				Total for Payment No.:		3,555.95

Payment No: 645931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNIQUE TOWING	00478696	00156261	TOWING	General Fund	107.50
				Total for Payment No.:		107.50

Payment No: 645932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNITED PARCEL SERVICE	00478605	00009882E5350A	DELIVERY CHARGES	General Fund	31.00
09/18/2020	UNITED PARCEL SERVICE	00478605	00009882E5350A	DELIVERY CHARGES	Fleet Operation Fund	20.22
				Total for Payment No.:		51.22

Payment No: 645933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNITED SITE SERVICES INC	00478353	114-10782243	ADA @SERRA SUB 8/4 - 8/31	Electric Utility	10.91

					Construction	
09/18/2020	UNITED SITE SERVICES INC	00478353	114-10782243	WKLY ADA SRV@SERRA 8/4 - 8/31	Electric Utility Construction	138.00
09/18/2020	UNITED SITE SERVICES INC	00478353	114-10782243	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
				Total for Payment No.:		164.83

Payment No: 645934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	UNIVAR SOLUTIONS USA INC	00478235	48718259	DVR CHEM DEL SOD BISUL SEPT20	Electric Utility	536.20
09/18/2020	UNIVAR SOLUTIONS USA INC	00478247	48716494	DVR CHEM DEL SOD HYP SEP2020	Electric Utility	519.41
09/18/2020	UNIVAR SOLUTIONS USA INC	00478247	48716494	CALIFORNIA MILL FEE	Electric Utility	11.29
				Total for Payment No.:		1,066.90

Payment No: 645935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	VERIZON WIRELESS	00478157	9861458845	CELL PHONE SERVICE AUG20	Electric Utility	8,579.34
				Total for Payment No.:		8,579.34

Payment No: 645936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	VIRGINIA JENNINGS	00475046	07/07/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	275.00
				Total for Payment No.:		275.00

Payment No: 645937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/18/2020	Z-CON SPECIALTY SERVICES, INC.	00478273	C-2020-763	FS 9 MOLD RETREVAL	General Fund	1,360.00
				Total for Payment No.:		1,360.00

Overall Total

1,433,332.13

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of September 5th, 2020 through September 18th, 2020

\$ 562,059.80 San Francisco Public Utilities Commission--Water Purchases August 2020

\$ 562,059.80



Agenda Report

20-681

Agenda Date: 10/13/2020

REPORT TO CITY COUNCIL

SUBJECT

Action on Early Consideration of a General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

BACKGROUND

On March 4, 2020, Menlo Equities filed a project development plan application to amend the General Plan for a 10.14-acre property located at 2901 Tasman Drive. The existing General Plan designation for the site is Low Intensity Office / Research and Development (R&D) ("Low Intensity Office") and the site is zoned Light Industrial (ML). The project site is currently developed with four 2-story buildings. The proposed General Plan Amendment (GPA) would change the General Plan Low Intensity Office designation to a High Intensity Office / Research and Development (R&D) ("High Intensity Office") designation. Additionally, a General Plan Text Amendment is proposed to allow a Floor Area Ratio (FAR) up to 2.5 for High Intensity Office designated sites within half a mile of a light rail station. The current maximum allowed FAR for the High Intensity Office designation is 2.0 regardless of location. The increased FAR up to 2.5 would allow construction of a new 1,031,957 square foot twelve-story office building, a new 38,387 square foot two-story amenity building, and a new 8-story parking structure with 3,566 parking spaces on the 10.14-acre site.

Through the early consideration process, the Council can direct staff to continue processing the General Plan Amendment (GPA) application, or the Council can preemptively deny the proposed GPA request as inconsistent with the City's General Plan goals and policies. Should the Council provide direction to continue processing the application, staff would complete the review process for the proposed General Plan Text Amendment, including environmental analysis of the proposed project consistent with the requirements of the California Environmental Quality Act (CEQA). Direction to continue the review process in no way obligates or commits the Council to ultimately approve the proposal.

The goal for the early consideration process is to minimize costs and work associated with the review of a GPA application should an amendment not be viable. The proposed GPA should be evaluated for consistency with the Major Strategies and other high-level goals and policies of the General Plan to determine if there is a conflict that would indicate further evaluation of the proposal is not warranted. The General Plan Major Strategies identify the importance of maintaining a land use plan that supports other goals and policies, preserving the City's fiscal health, promoting quality of life, preserving and cultivating existing neighborhoods and promoting sustainability.

Pursuant to the City's Early Consideration Policy for GPAs, the applicant conducted a virtual

community meeting on June 16, 2020.

DISCUSSION

The City's evaluation of an Early Consideration for a GPA is based on identification of a clear inconsistency with General Plan strategies, goals or policies that demonstrates that the proposal will not be in conformance with the General Plan. The following discussion considers any potential conflict with the General Plan that would result from modification of the General Plan to allow intensification of an office use at the project location.

The project site is a prominent site in North Santa Clara which is bounded by Tasman Drive on the south, Great America Parkway on the east, Old Ironsides Drive on the west, and Bunker Hill Lane on the north. This block is highly visible, located at the intersection of two major thoroughfares, Tasman Drive and Great America Parkway. It is across the street from the Santa Clara Convention Center and within close proximity of Levi's Stadium and the Related Santa Clara project. The surrounding land uses include High Intensity Office to the north, Low Intensity Office to the west and Regional Commercial to the east.

The proposed amendment would change the land use designation from Low Intensity Office to High Intensity Office. The High Intensity Office/Research and Development (R&D) designation is intended for high rise or campus like developments for corporate headquarters, R&D and supporting uses, with landscaped areas for employee activities. Permitted uses include offices and prototype R&D uses. Data centers under this designation are limited to those that serve the use on site. Medical facilities, except pharmacies, are not allowed. In addition, manufacturing uses are limited to less than ten percent of the building area. Accessory, or secondary, small scale supporting retail uses that serve local employees and visitors are also permitted. Parking is typically structured or below grade. The maximum FAR is 2.0, excluding any FAR devoted to supporting retail uses.

Additionally, a General Plan Text Amendment is proposed to allow a Floor Area Ratio (FAR) up to 2.5 for sites within half a mile of a light rail station versus 2.0 that is currently allowed in the High Intensity Office classification. The proposed text amendment would allow projects located close to light rail to be denser, as future employees occupying the buildings would have convenient access to public transportation. Supporting density near transit is a strategy to reduce the vehicle miles traveled resulting from new employment uses.

The General Plan Major Strategies support economic development projects which contribute to the City's fiscal health, at locations that minimize impacts to neighborhoods and utilize existing infrastructure. The proposed project would be consistent with major applicable General Plan policies, including:

5.3.1 P8 Work with property owners to improve or redevelop underutilized and vacant properties.

5.3.1-P13 Support high density and intensity development within a quarter mile of transit hubs and stations and along transit corridors.

5.3.5-G1 A City that continues to be a major employment center in Silicon Valley.

5.3.5-G3 Higher-intensity employment centers located near major transit services and major

transportation corridors to reduce vehicle miles traveled.

5.3.5-P1 Work with existing Santa Clara businesses to retain and expand employment opportunities and strengthen the existing tax base.

5.3.5-P5 Allow the development of Office/Research and Development uses in varied configurations and intensities to meet the needs of existing and new businesses.

5.3.5-P6 Encourage innovative design of new office space to promote higher-intensity new development and on-site expansion of existing uses.

5.3.5-P8 Encourage the provision of services and amenities as part of larger developments in employment areas that cater to lunchtime and service needs, such as dry cleaners, to reduce vehicle miles traveled.

5.3.5-P10 Encourage employee-serving amenities, such as restaurants, cafes and supporting commercial uses, to meet the needs of employees in High Intensity Office/Research and Development areas by excluding such uses from the Floor Area Ratio for development.

5.3.5-P11 Construct sidewalks in industrial areas, with priority along streets served by existing or planned transit services.

Based on an initial review, the proposed General Plan Amendment is potentially consistent with the City's General Plan and there are no identified areas of significant conflict with the overall General Plan strategies, goals and policies.

ENVIRONMENTAL REVIEW

If this proposal moves forward, the project review will include analysis in accordance with the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense. Staff costs associated with review of the proposed General Plan Text Amendment are generally recovered through application fees paid by the project applicant.

COORDINATION

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

PUBLIC CONTACT

In accordance with the Early Consideration Policy, a noticed virtual community meeting was conducted to present the development proposal to neighbors and interested parties and engage public input. The virtual meeting was held on June 16, 2020 from 5:00 p.m. to 7:00 p.m. and was attended by seven community members. Public notice of the meeting was mailed to property owners within 1,000 feet of the project site and posted on the City's Community Meetings webpage.

Of the seven people participating in the community meeting, two spoke expressing general interest in the proposal with a few questions and concerns mostly regarding the sustainability strategies,

bird strikes, TDM strategies, connectivity to the VTA light rail, work pattern change influencing the office design and future tenants.

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>> .

ALTERNATIVES

1. City Council direct staff to continue processing the subject General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station.
2. City Council direct staff not to continue processing the subject General Plan Amendment.

RECOMMENDATION

City Council direct staff to continue processing the subject General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Statement of Justification
2. Development Plans
3. Virtual Community Meeting Notification

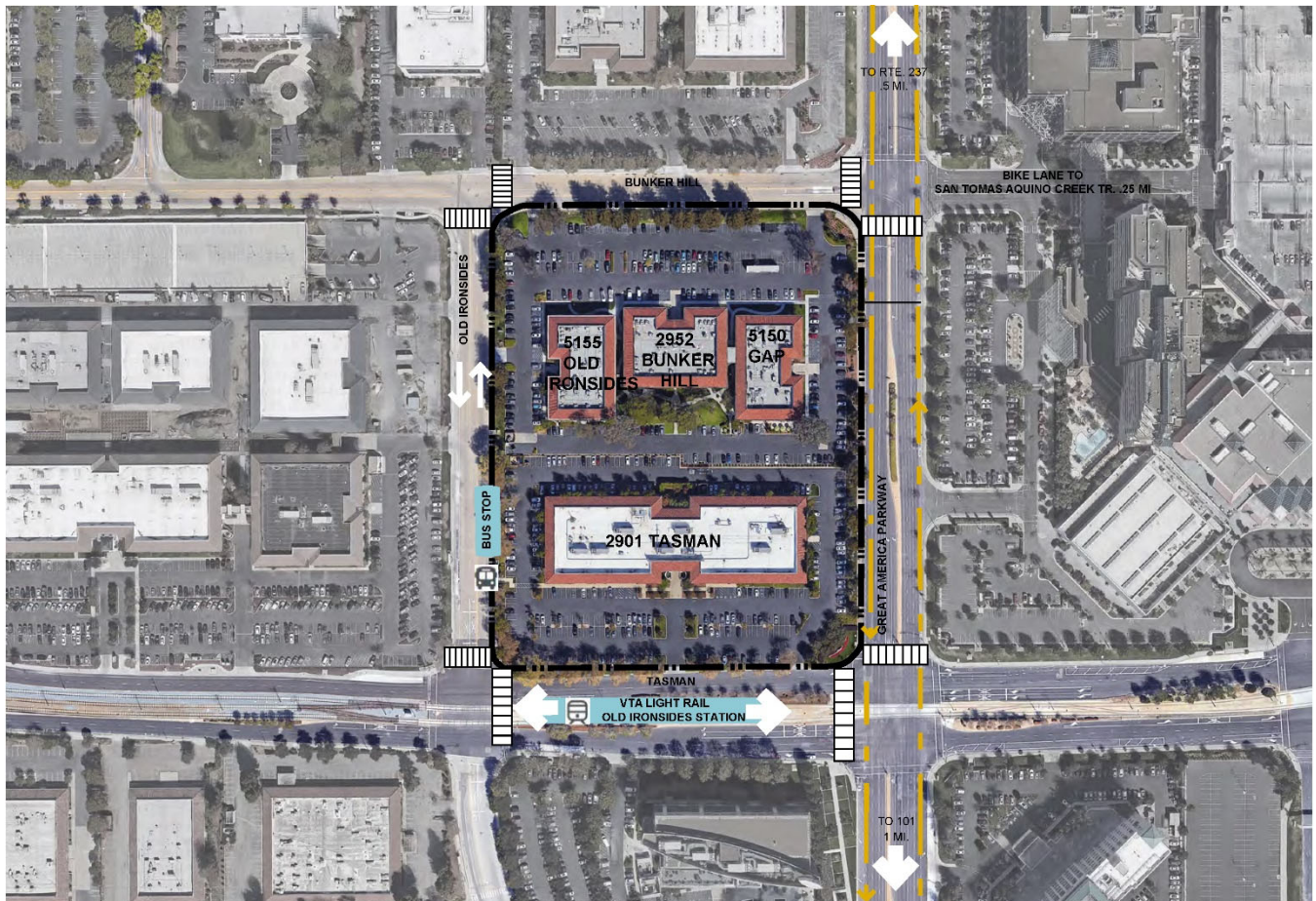
General Plan Amendment Statement of Justification From Low Intensity to High Intensity Office/R&D

2901 Tasman Drive

2952 Bunker Hill Lane/5150 Great America Parkway/5155 Old Ironsides Drive

The Site

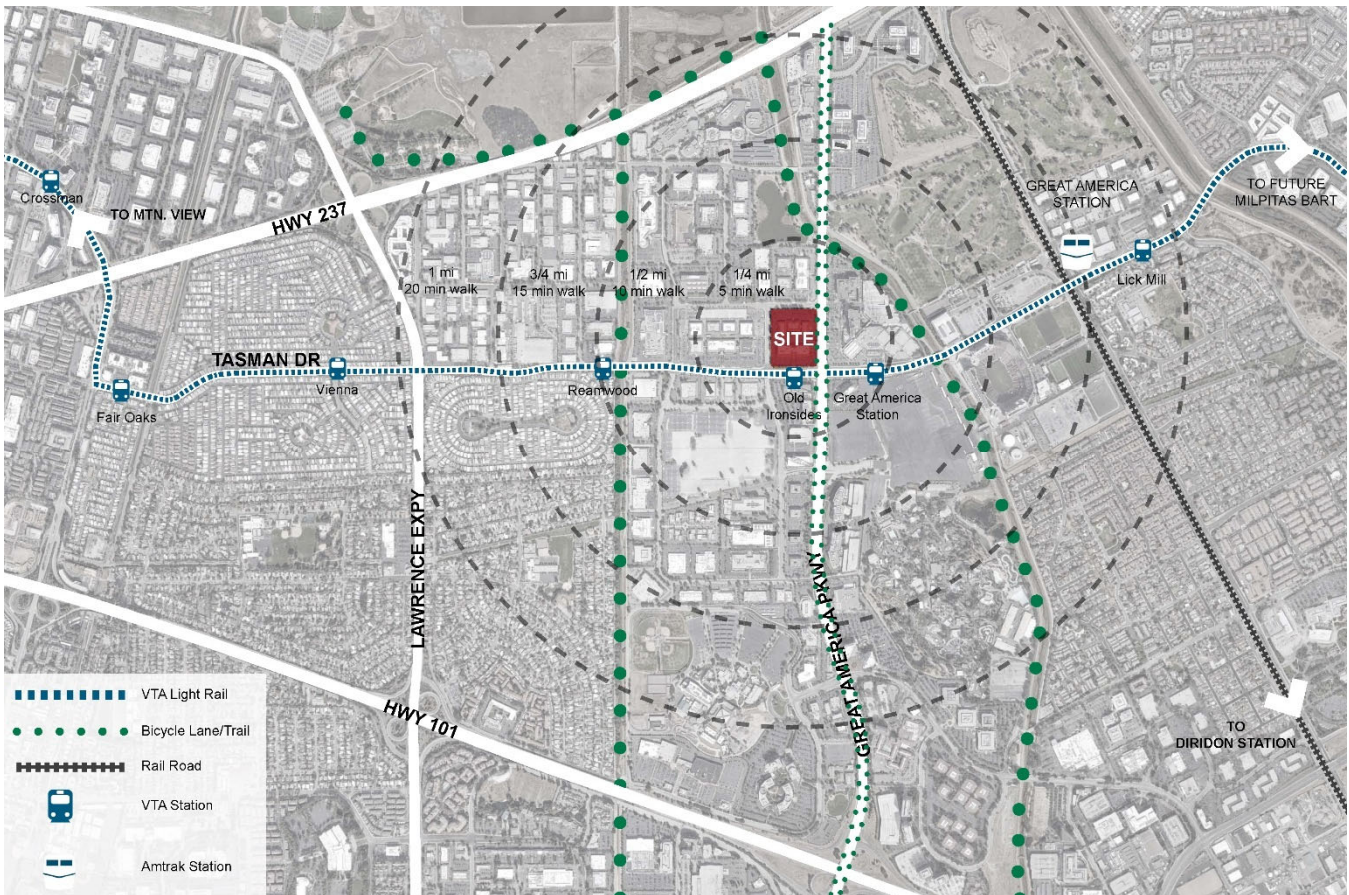
The two parcels referenced above cover the 10.14-acre block bounded by Tasman Drive on the south, Great America Parkway on the east, Old Ironsides Drive on the west and Bunker Hill Lane on the north, and together create one of the most prominent sites in north Santa Clara.



This block is highly visible because it is located at the intersection of two major thoroughfares, Tasman Drive and Great America Parkway, it is across the street from the Santa Clara Convention Center and is within close proximity to both Levi Stadium and Related Santa Clara.

Mass Transit

The block is well served by mass transit. The Old Ironsides VTA Light Rail Station on Tasman Drive is adjacent to the site. There is an onsite bus stop on Old Ironsides Drive serving three VTA bus routes which connect to both the Santa Clara and Sunnyvale Caltrain Stations, and a shuttle to the ACE commuter line. Bike Trails along the San Tomas Aquino Creek are within easy reach.



Services

Services provided by the Hyatt and Hilton hotels, Levi Stadium, Great America Amusement Park and Related's upcoming 9.2M square foot mixed-use project are all within walking distance - about a 1/3 of mile.

Related's Phase I of 50,000sf of retail and restaurants, a 200-room business hotel and 200 corporate residential units is projected to be complete by 2023. Phase II, following shortly thereafter, will add an Equinox hotel and an additional 700,000sf of retail and restaurants, including a 110,000sf food court. Additionally, their project adds a 35-acre public park to the area.

Great America Amusement Park's planned "Downtown Disney" outside of their park gates will add more dining and retail options within the immediate vicinity. The Tasman East Specific Plan has allocated 104,000sf for retail, including a

grocery store. Kylli's proposed project on the south side of our site, while still on the drawing boards, will likely include additional retail/restaurant/hotel options.



Housing

The North Santa Clara area has the potential for 11,680+ new multi-family housing units (Related – 1,680, Tasman East – 4,500, Patrick Henry – 4,500 and Greystar – 1018), not counting the 6,000+ units that Kylii is proposing on their site. While not all these units will be constructed in the near term, Tasman East has several approved projects and many pending approvals; and Greystar along with Related will begin construction on their units in the near term.

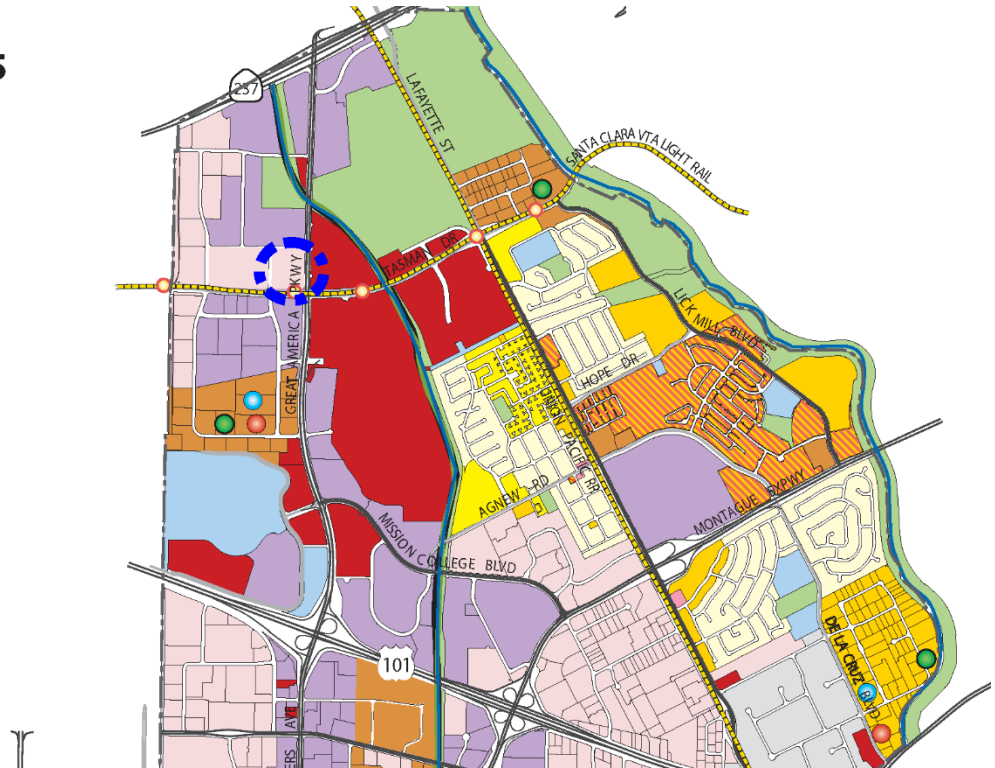
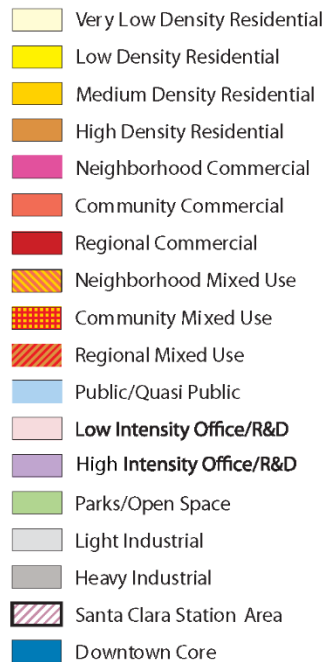
General Plan - Office/R&D

The General Plan calls for intensification of office/R&D development along the City's transit corridors in the areas north of the Caltrain line, specifically along Bowers/Great America Parkway and San Tomas. As shown in the General Plan Land Use Diagram, High Intensity Office/R&D uses (purple) are located adjacent to Great America Parkway and Low Intensity Office/R&D uses (pink) are relegated to areas not along Great America Parkway. The one exception along Great

America Parkway is our parcels on Great America at Tasman, circled in blue below, which are designated as Low Intensity Office.

Given the adjacency of our site to the VTA Light Rail Station and Bus Stop, it is more logically developed with High Intensity Office than others along Great

Land Use Diagram Phase III: 2025-2035



America Parkway since it will be better suited to take advantage of mass transit. Our low intensity designation is inconsistent with the Goals of the General Plan which calls for higher intensity employment centers along major transportation corridors and mass transit.

Many properties along Great America Parkway will not be redeveloped with higher densities of office because they are currently retail or public uses, they are newer lower density office buildings which are not financially feasible to redevelop or they are part of the Patrick Henry Specific plan which is focused on mixed-use. Thus, the bulk of new office space in North Santa Clara will be located within Related's and Kylli's large blocks of office buildings.

Our smaller site will provide an office/R&D use alternative because we have designed a project for one high-tech company headquarters campus. The High-Intensity Office/Research and Development classification is the General Plan specifically states that *"This classification is intended for high-rise or campus-like developments for corporate headquarters, R&D and supporting uses, with landscaped areas for employee activities."* This is precisely what we have shown on our plans.



We are proposing one twelve story building with an architecturally distinctive façade on the corner of Tasman Drive and Great America Parkway. The building will have a very large floorplate and total just over 1M square feet - the minimum amount we feel is necessary for a successful technology company headquarters.

2901 Tasman - Great America Parkway/Bunker Hill/Old Ironsides					
Tasman/GAP Block	Bld B1 Tasman	Bld B2 GAP	Bld A Amenities	Total Occupied & Amenity SF	12-Story Height
Floor 1	42,450	40,074	19,194	101,718	17.0
Floor 2	41,170	38,794	19,194	99,158	14.5
Floor 3	42,206	42,567		84,773	14.5
Floor 4	84,848			84,848	14.5
Floor 5	90,839			90,839	14.5
Floor 6	86,127			86,127	14.5
Floor 7	90,839			90,839	14.5
Floor 8	86,127			86,127	14.5
Floor 9	90,839			90,839	14.5
Floor 10	86,127			86,127	14.5
Floor 11	90,839			90,839	14.5
Floor 12	78,111			78,111	14.5
TOTAL	1,031,957		38,387	1,070,344	176.5
	FAR: 234%				

Our floorplate is more than double what was typical in Silicon Valley just a few years ago as many companies now find that they are more effective if they can

connect their employees by having them on the same floor. Nvidia's new headquarters in Santa Clara is a good example.

Silicon Valley technology companies also want their own exclusive campus where they control all aspects of the property, including the outdoor space and amenities. Security and company cohesiveness/retention are key reasons for this. These attributes are difficult to achieve if your company occupies just several floors of a high-rise building or even an entire building among many in a campus, as would be the case at both Related's and Kylli's developments. Shown below is a sample of the outdoor activities that will be incorporated at grade and on the rooftops in our campus for the exclusive use of the company occupying the building.



We have an expanded ground floor height of 17' to allow for cafeteria and other such uses but have limited the height of the upper office floors to 14.5' so that the total building height will be approximately 176.5', well below FAA limitations for the area.

We will coordinate a Transportation Demand Management program which will function more effectively with a single corporation spearheading transit programs directly with their employees. Companies with a substantial amount of space in one location operate their own shuttle program and provide substantial, but exclusive, onsite food, recreation and other employee services. All these services, often free to employees, reduce and stagger employee traffic to and from work as well as during lunch hour.

There will be ample amenity space in both the main building and a 2-story amenity building for company services. Tech companies often have multiple cafeterias, a fitness center, an executive briefing center, large conference rooms and other non-occupiable spaces.

The parking structure along Bunker Hill and Old Ironsides will provide enough onsite parking for the entire office campus and will be available for parking for Levi Stadium activities after business hours. We have added an elevator on the GAP side of the parking structure to facilitate use by Stadium parkers.

Since the VTA Station is in the island in middle of Tasman Drive and only assessible at stop lights at each corner of our site, a transit-oriented plaza or retail center on our site cannot be integrated into the VTA Station, making it unlikely to be successful. Further, given the vast amount of retail use contemplated by Related and the decline of retailers interested in additional physical locations, our retail vendor interest will be slim. Our headquarters company will have all employee desired retail services within their controlled space with no inclination to comingle their employees with the public. Employees who get free coffee at work tend not to frequent Starbucks as much.

In summary, we feel that this “gateway” corner in North Santa Clara at Tasman and Great America should be redeveloped with higher density office because it is consistent with the General Plan, is able to take advantage of the adjacent mass transit and the surrounding planned housing, retail and entertainment options. We have designed a unique and architecturally significant building with features and amenities that are currently desired by technology companies for their headquarters. Lastly, our proposed headquarters-oriented project offers an alternative to Related’s and Kylli’s multi-tenant office options, creating business diversity in North Santa Clara.

Consistency with General Plan Office and Industrial Land Use Goals and Policies:

Industrial development in the City is primarily located in the areas north of the Caltrain corridor.

5.3.5-G1 A City that continues to be a major employment center in Silicon Valley.

5.3.5-G2 Sufficient industrial land that meets the demand for local employment and retains the City's economic base.

5.3.5-G3 Higher-intensity employment centers located near major transit services and major transportation corridors to reduce vehicle miles traveled.

5.3.5-P1 Work with existing Santa Clara businesses to retain and expand employment opportunities and strengthen the existing tax base.

5.3.5-P5 Allow the development of Office/Research and Development uses in varied configurations and intensities to meet the needs of existing and new businesses.

5.3.5-P6 Encourage innovative design of new office space to promote higher-intensity new development and on-site expansion of existing uses.

5.3.5-P7 Require building heights to conform to the requirements of the Federal Aviation Administration, where applicable.

5.3.5-P8 Encourage the provision of services and amenities as part of larger developments in employment areas that cater to lunchtime and service needs, such as dry cleaners, to reduce vehicle miles traveled.

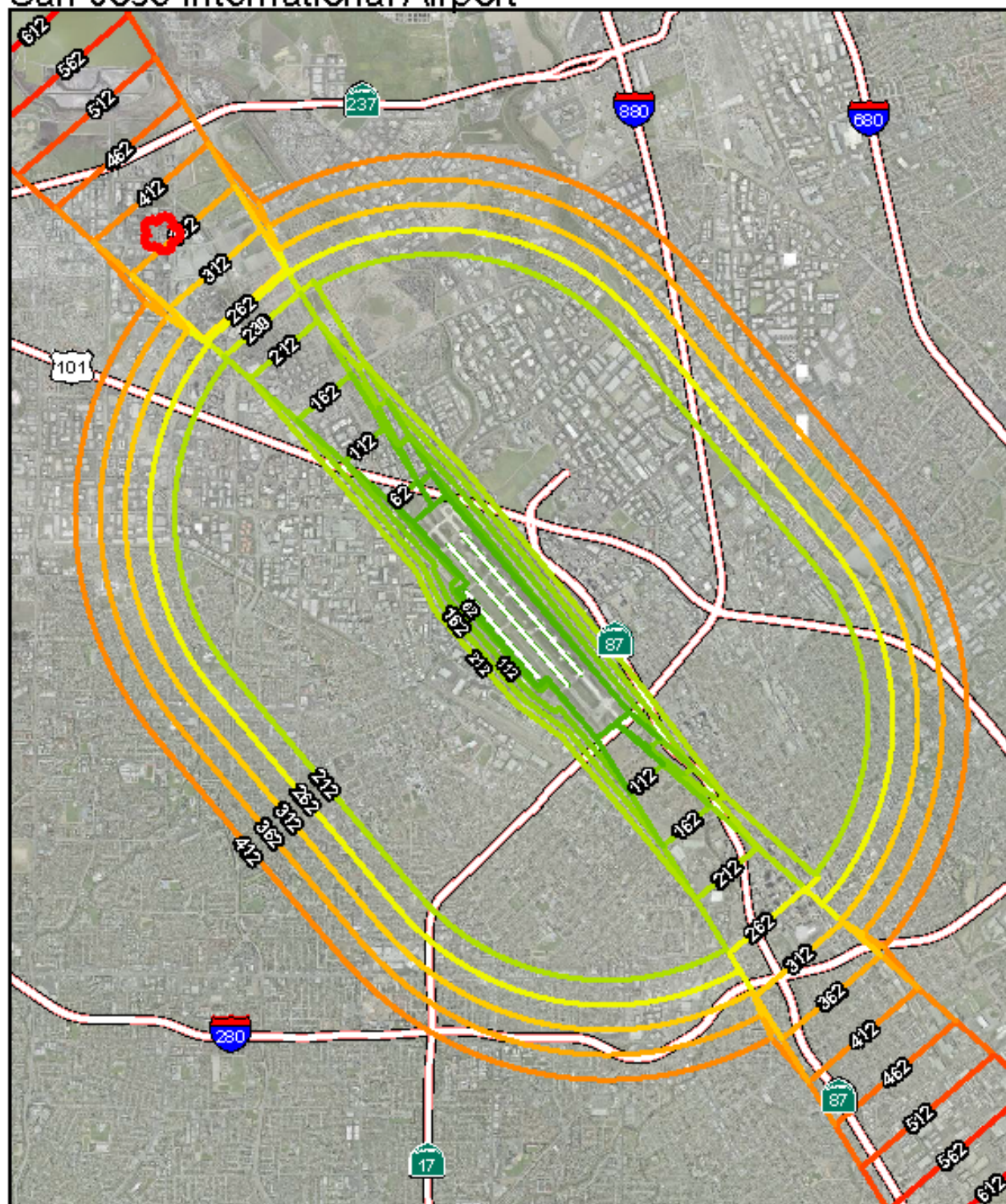
5.3.5-P10 Encourage employee-serving amenities, such as restaurants, cafes and supporting commercial uses, to meet the needs of employees in High Intensity Office/Research and Development areas by excluding such uses from the Floor Area Ratio for development.

5.3.5-P11 Construct sidewalks in industrial areas, with priority along streets served by existing or planned transit services.

5.7.2 Mobility and Transportation, "in order to achieve greater transit use"...."locate higher intensity development with existing and future transit stops to maximize resident and employee accessibility."

5.7.3 advocates Transportation Demand Management (TDM) strategies to reduce driving by promoting alternatives such as public transit, carpooling, bicycling, walking and telecommuting. TDM programs are less effective without access to convenient public transit.

San Jose International Airport



Maximum Structure Height (feet above MSL)

Runway	102	200	402
Ground Level	212	312	512
112	220	302	502
	202	412	512

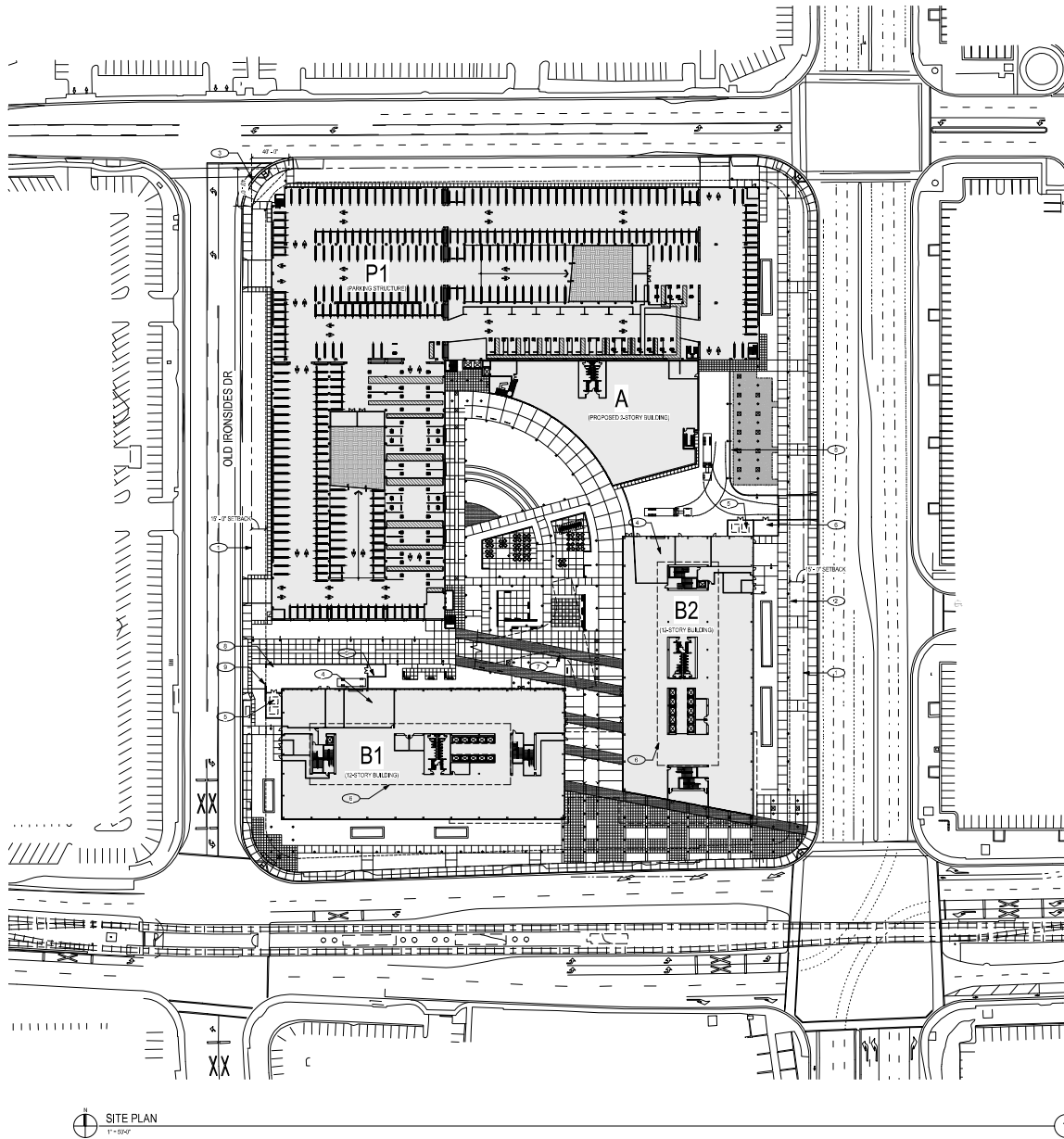
FAR Part 77 Surfaces

Figure 6

0 2,000 4,000 8,000 Feet

N

This map was made by the San Jose County Planning Office. The data was collected from the San Jose County Planning Office. The data was collected from the San Jose County Planning Office. The data was collected from the San Jose County Planning Office.



PLANNING PACKAGE FOR: GREAT AMERICA PKW AND TASMAN DR

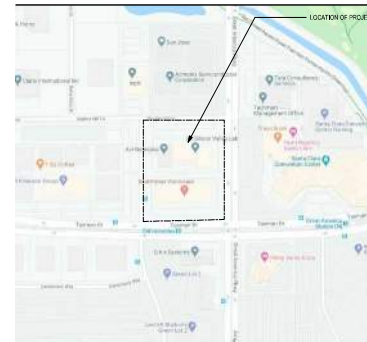
SHEET INDEX

SHEET NUMBER	SHEET NAME	DATE	REVISION	REMARKS
1	1			

PROJECT DESCRIPTION

<p>THIS PROJECT INCLUDES THE CONSTRUCTION OF A NEW 14-STORY CORE AND SHELL BUILDINGS, ONE NEW 2-STORY CORE AND SHELL, A NEW PARKING STRUCTURE, AND ASSOCIATED DRIF IMPROVEMENTS. THE PROJECT WILL ALSO INCLUDE A LOT IMPROVEMENT.</p>	<p>PROJECT DATA</p> <p>SITE ADDRESS: 2002 SUMNER HILL LANE + 2105 GREAT AMERICA PARKWAY + 2105 OLD IRONSIDES DRIVE + 2003 TASMAN DRIVE, SANTA CLARA, CA 95051</p> <p>ZONING/SITE INFORMATION:</p> <p>CURRENT ZONING: M-1 (LIGHT INDUSTRIAL)</p> <p>PROPOSED ZONING: CH-2 (COMMERCIAL)</p> <p>TOTAL SITE AREA: 10.0 ACRES</p> <p>BUILDING SETBACKS: FRONT - 15'-0" SIDE - 15'-0" REAR - 4'-0" (IN BLDG @ 15'-0")</p> <p>BUILDING:</p> <p>PROPOSED AREA (EXCL. AMENITY SPACE): 1,131,957 SF</p> <p>AMENITY SPACE (APPROX): 14,307 SF</p> <p>TOTAL AREA:</p> <p>1ST FLOOR: 42,000 SF + 40,000 SF = 82,000 SF</p> <p>2ND FLOOR: 41,100 SF + 38,700 SF = 79,800 SF</p> <p>3RD FLOOR: 39,500 SF</p> <p>4TH FLOOR: 38,400 SF</p> <p>5TH FLOOR: 36,800 SF</p> <p>6TH FLOOR: 36,100 SF</p> <p>7TH FLOOR: 35,000 SF</p> <p>8TH FLOOR: 34,000 SF</p> <p>9TH FLOOR: 33,000 SF</p> <p>10TH FLOOR: 32,000 SF</p> <p>11TH FLOOR: 31,000 SF</p> <p>12TH FLOOR: 30,000 SF</p> <p>13TH FLOOR: 29,000 SF</p> <p>14TH FLOOR: 28,000 SF</p> <p>PROPOSED STORIES: 14 (14-STORY) + 14 (14-STORY) = 28 (28 STORY)</p> <p>PROPOSED HEIGHT: 442'-0" (14' x 14' x 14' (8' x 14'))</p> <p>OCCUPANCY:</p> <p>CONSTRUCTION TYPE: TYPE I-A (4-STORY), TYPE I-B (14-STORY)</p> <p>PARKING GARAGE:</p> <p>PROPOSED STORIES: 1 LEVEL</p> <p>PROPOSED HEIGHT: 14'-0" (14' x 14' x 14' (8' x 14'))</p> <p>TOTAL PARKING SPACES: 2,500 SPACES</p> <p>SURFACE: ASPHALT</p> <p>STRUCTURE: STANDARD 8' x 10' STALL</p> <p>STANDARD 8' x 10' STALL (10% MAX): 1,250 SPACES</p> <p>COMPACT 6' x 10' STALL (10% MAX): 1,250 SPACES</p> <p>ACCESSIBLE 8' x 10' STALL: 10 SPACES</p> <p>PARKING SET: 10% MAX</p> <p>OCCUPANCY:</p> <p>CONSTRUCTION TYPE: TYPE I-A</p> <p>SITE COVERAGE:</p> <p>BUILDING: 62%</p> <p>PARKING: 62%</p> <p>LANDSCAPE (PLANTING AND PAVING): 13%</p>
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VICINITY MAP



KEYNOTES

- INDICATES PROPERTY LINE
- INDICATES MINIMUM SETBACK FROM PROPERTY LINE PER ZONING REQUIREMENTS
- INDICATES EASEMENT
- TRASH AND RECYCLING ROOM AT BUILDING GROUND FLOOR
- TRANSFORMER ENCLOSURE
- ROOF SCREEN ABOVE
- FREE TRUCK TURNAROUND
- CMU SCREEN WALL
- HORIZONTAL ROLLING GATE

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

SITE PLAN

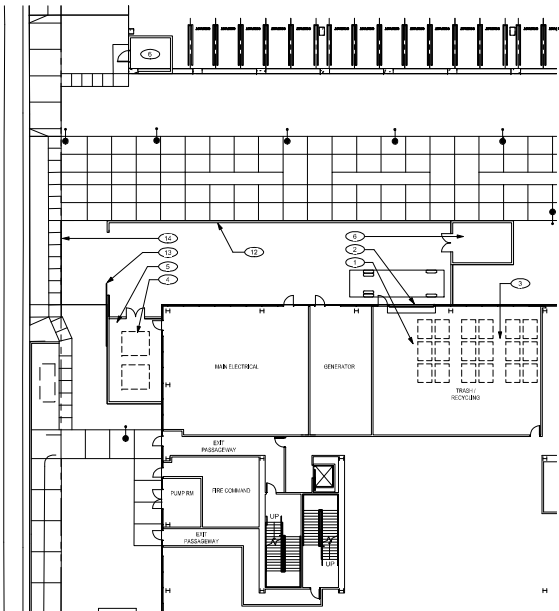
MENLO EQUITIES



A1.0

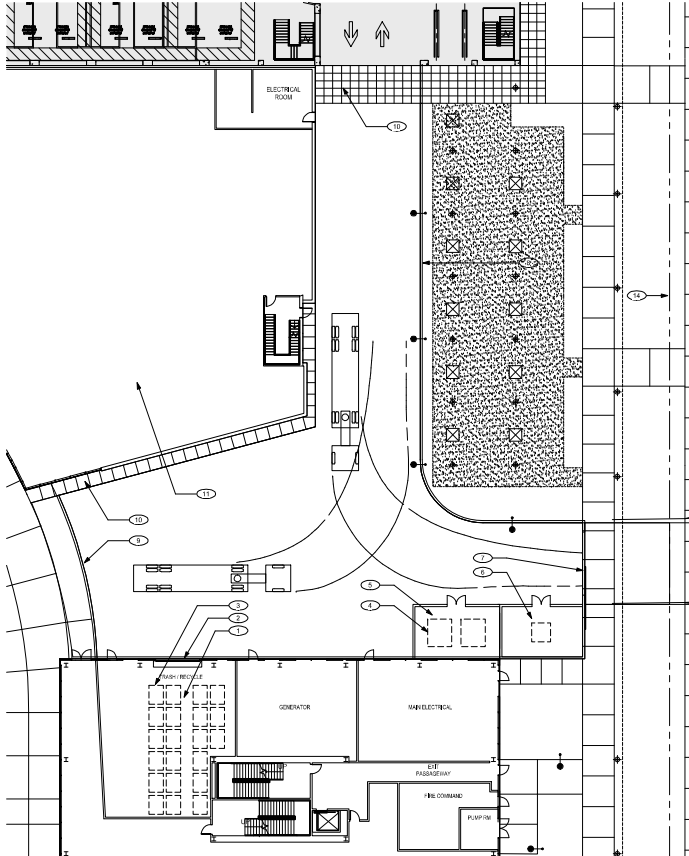
KEYNOTES

- 1 TRASH AND RECYCLING ROOM AT BUILDING GROUND FLOOR
- 2 METAL DOORING DOOR
- 3 TRASH BIN
- 4 TRANSFORMER
- 5 ELECTRICAL EQUIPMENT ENCLOSURE
- 6 RISE PUMP ROOM
- 7 HORIZONTAL ROLLING GATE FOR FIRE TRUCK ACCESS
- 8 CMU SCREEN WALL WITH GREEN SCREEN FACING STREET
- 9 SCREEN WALL
- 10 SIDEWALK
- 11 ADJUTANT BUILDING
- 12 CMU SCREEN WALL
- 13 HORIZONTAL ROLLING GATE FOR SERVICE TRUCK ACCESS
- 14 DEMOLISH PROPERTY LINE



SITE - ENLARGED SERVICE YARD
1/8" = 1'-0"

2



SITE - ENLARGED SERVICE YARD
1/8" = 1'-0"

1

02/19/20

A1.2

MENLO EQUITIES

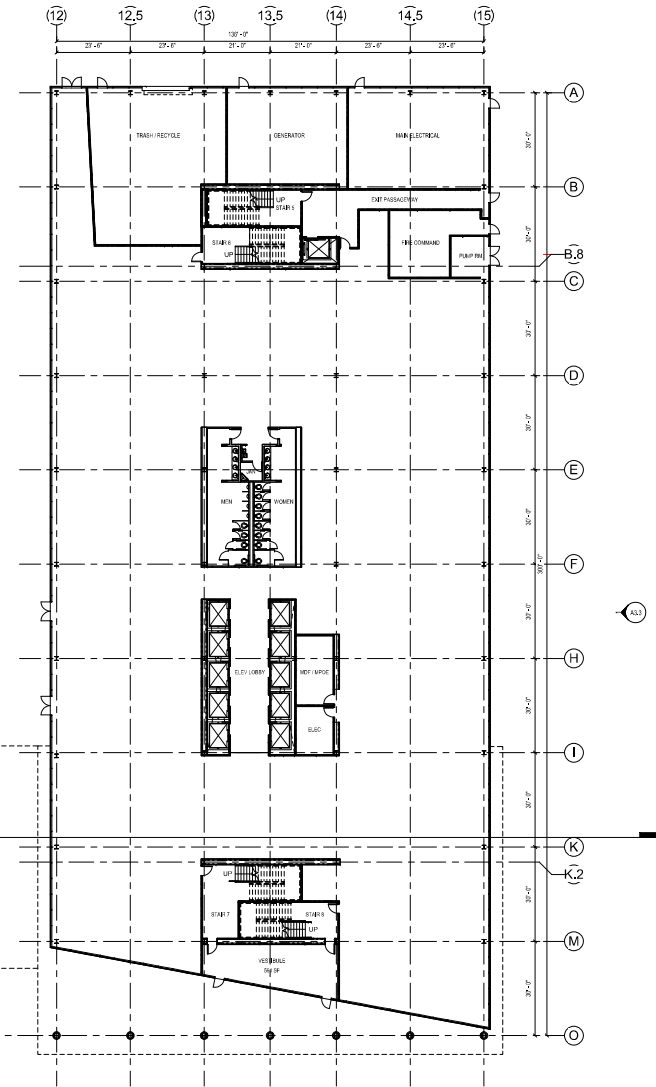
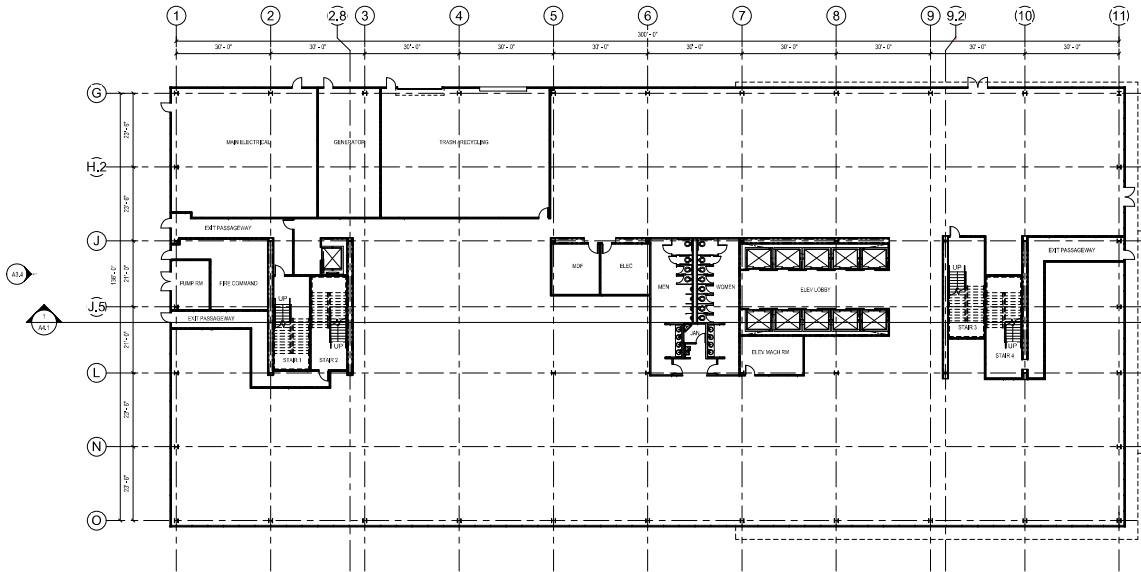
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

SITE - SERVICE YARD AND SERVICE ROOMS



ALL



FLOOR 1
516' x 142'

1

03/03/20

GREAT AMERICA PKW AND TASMAN DR

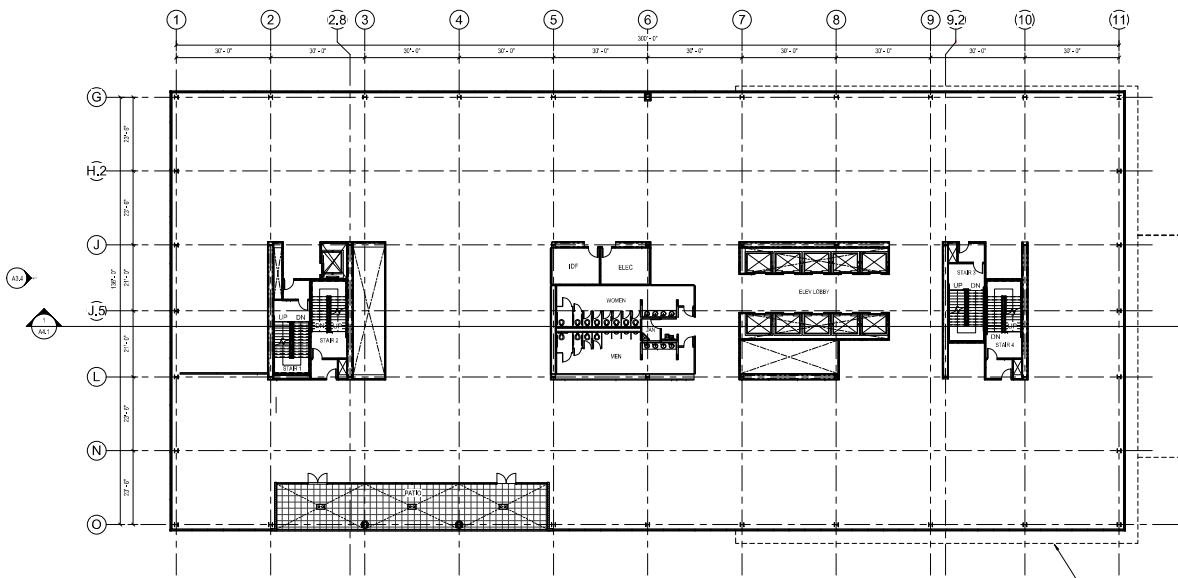
SANTA CLARA, CA

BUILDING FLOOR PLANS

MENLO EQUITIES

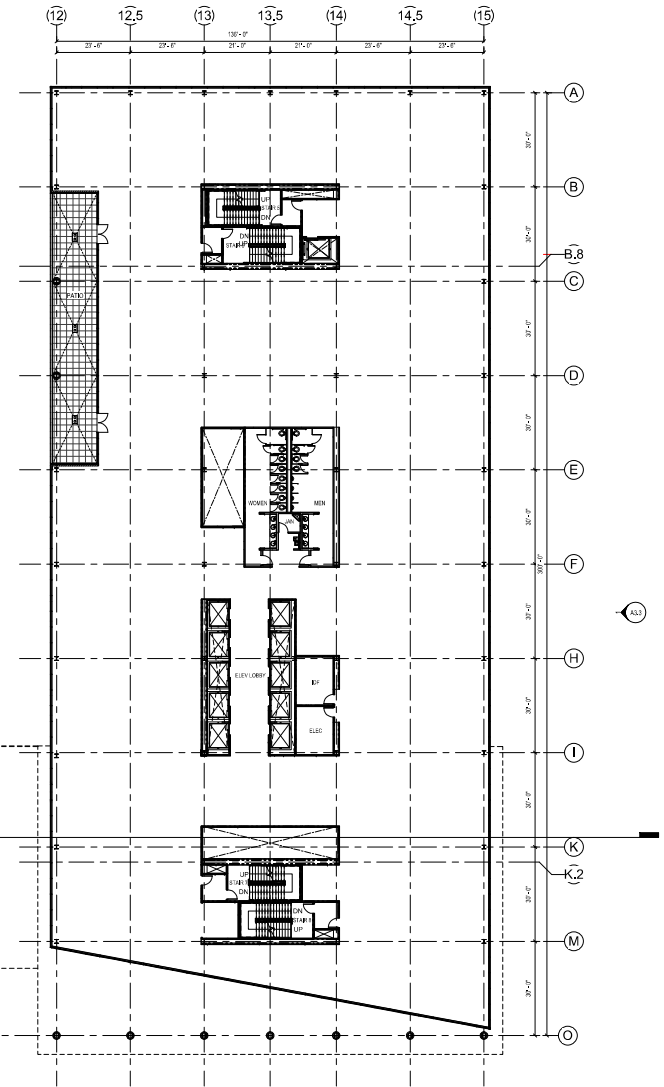
A2.1

ALL



FLOOR 2
1/8" = 1'-0"

ALL



ALL

1

03/03/20

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

BUILDING FLOOR PLANS

MENLO EQUITIES

RMW
architecture & interiors
listen
build
speak
learn

A2.2

63.2

63.1

63.3

FLOOR 3
110' x 102'

1

03/03/20

GREAT AMERICA PKW AND TASMAN DR

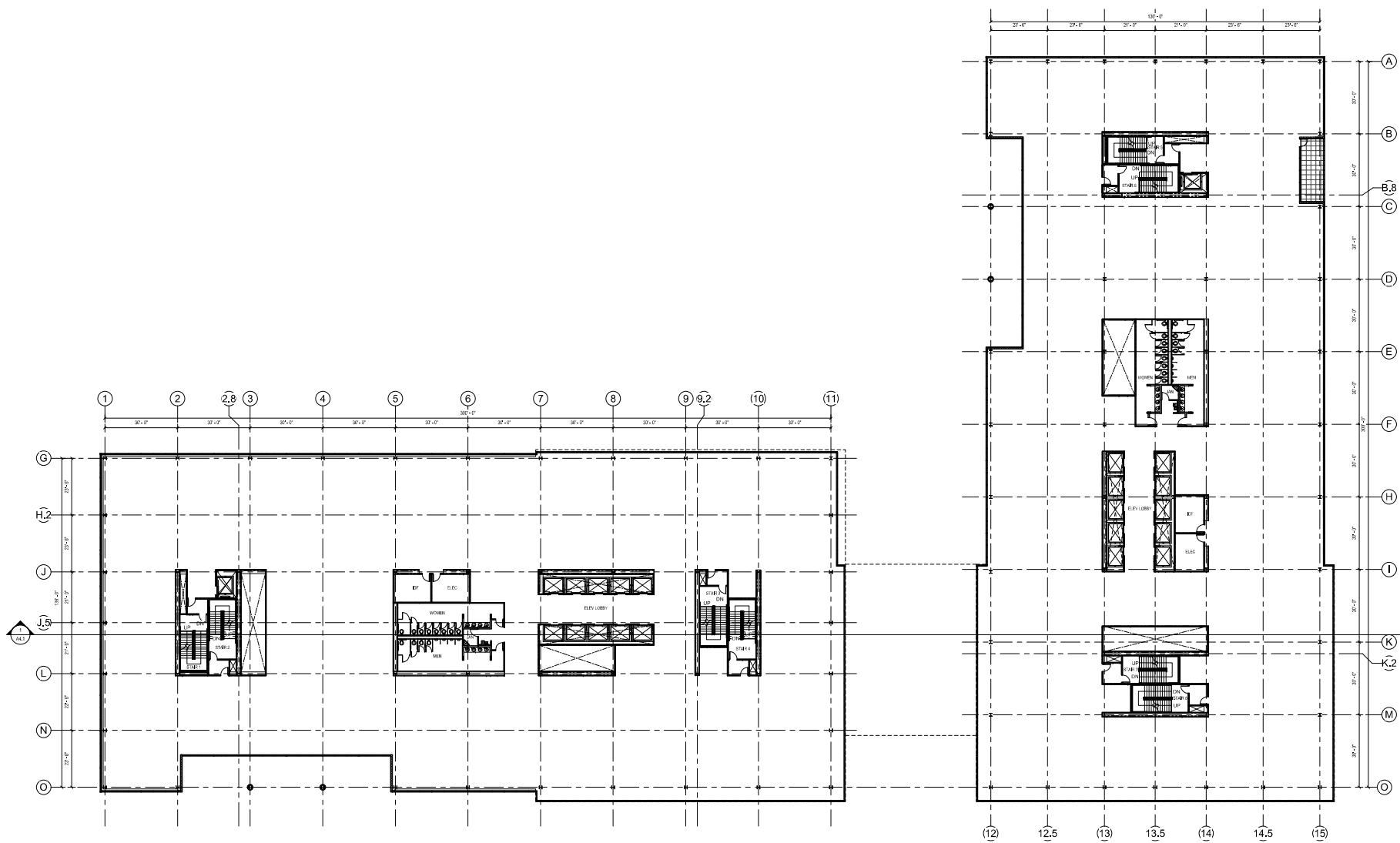
SANTA CLARA, CA

BUILDING FLOOR PLANS

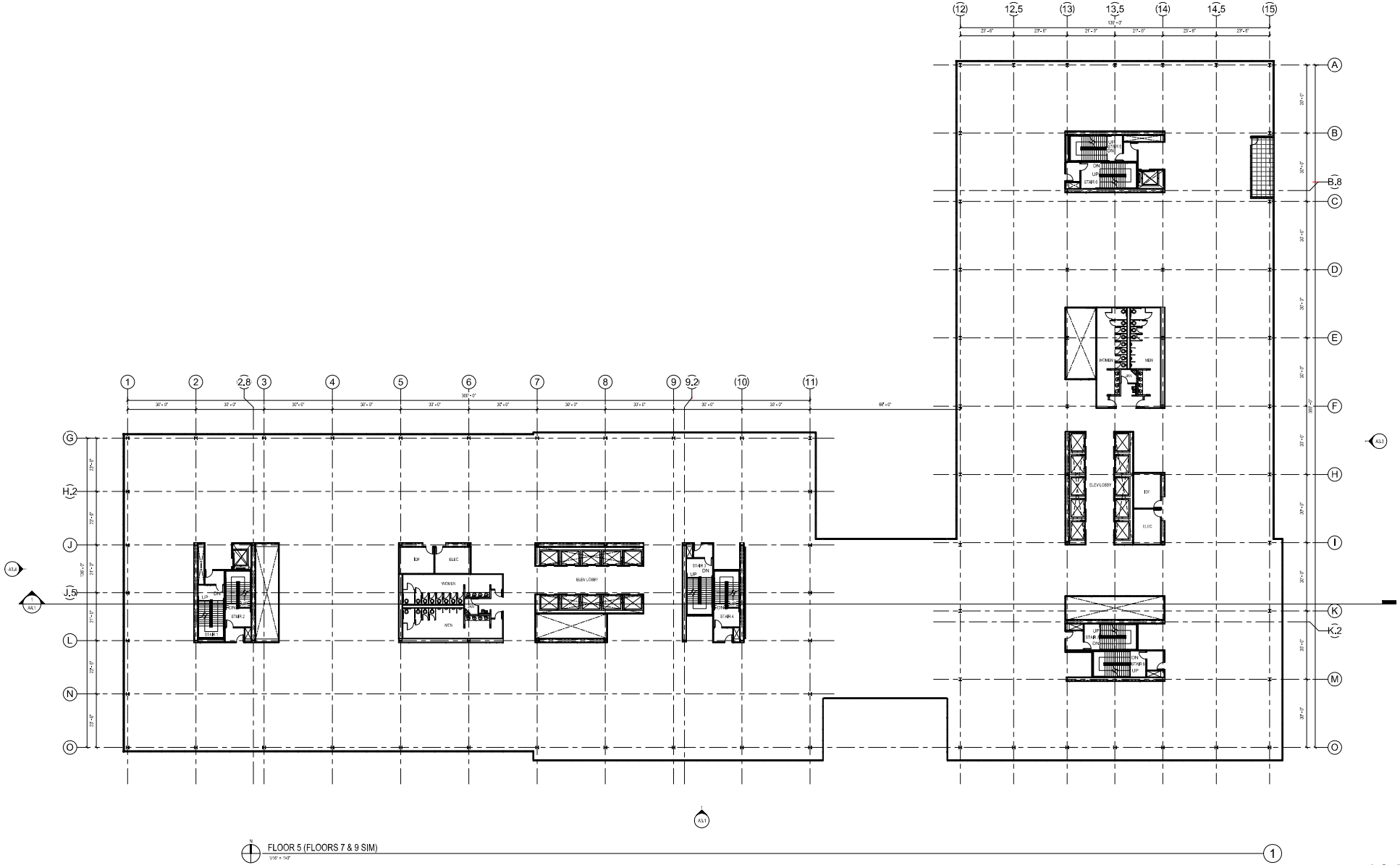
MENLO EQUITIES

A2.3

RMW
listen
build
speak
learn



ALL



A2.5

GREAT AMERICA PKW AND TASMAN DR

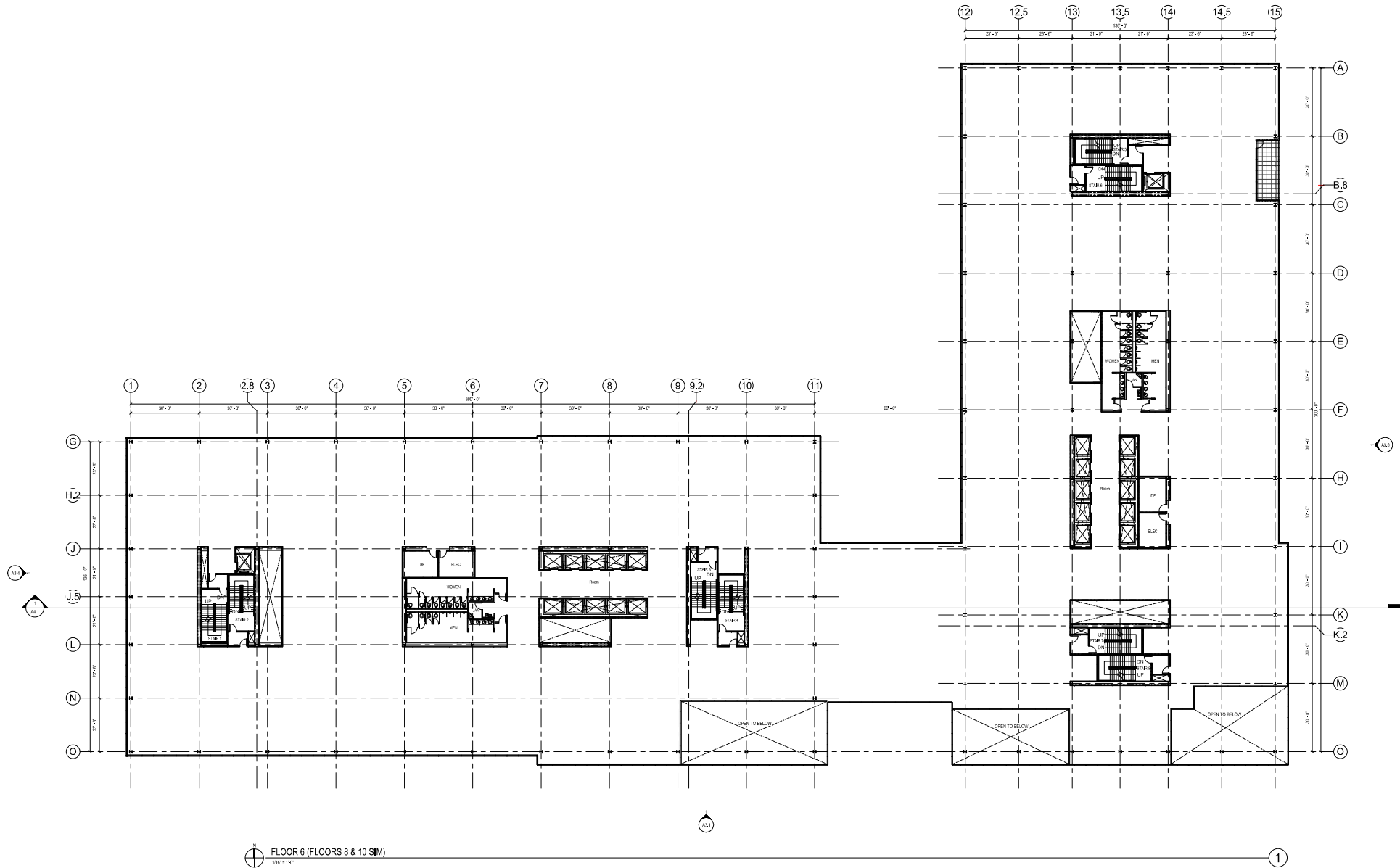
SANTA CLARA, CA

BUILDING FLOOR PLANS

MENLO EQUITIES



A2.6



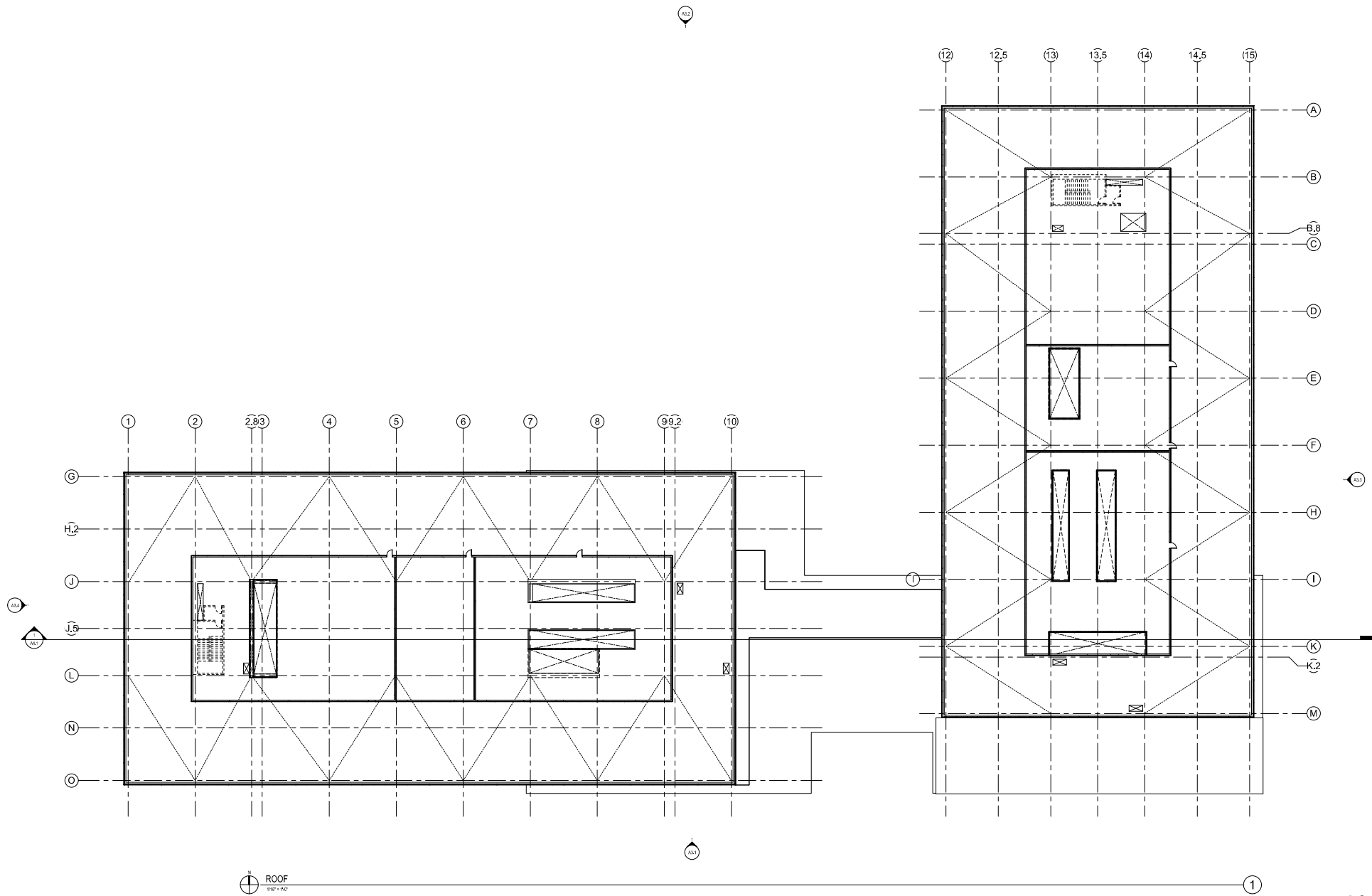
03/03/20

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

BUILDING FLOOR PLANS

MENLO EQUITIES



02/13/20

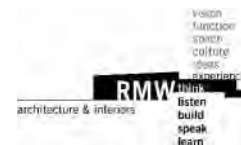
GREAT AMERICA PKW AND TASMAN DR

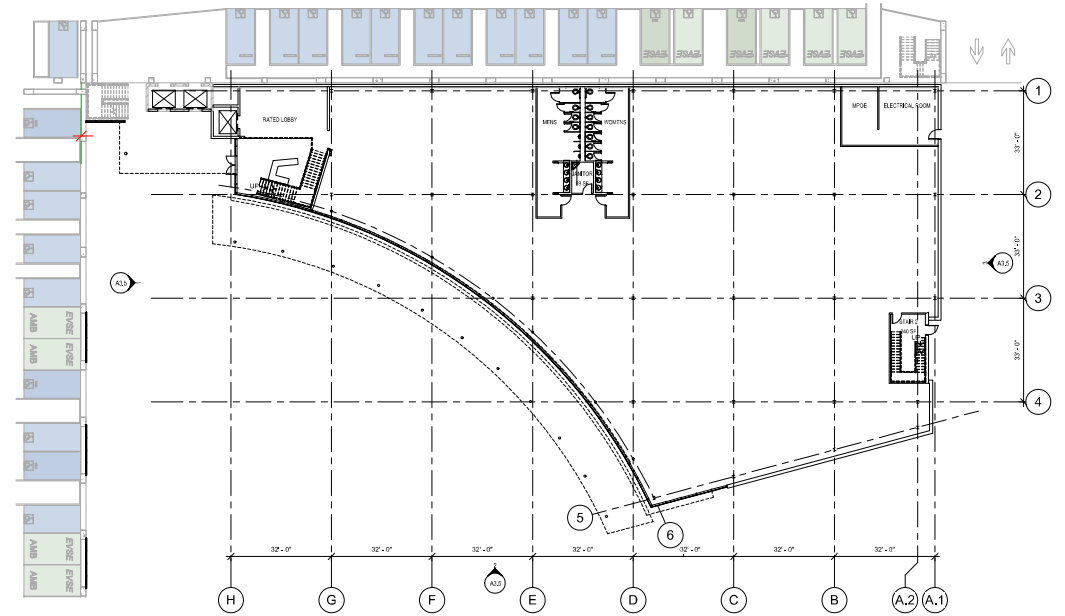
SANTA CLARA, CA

BUILDING ROOF PLAN

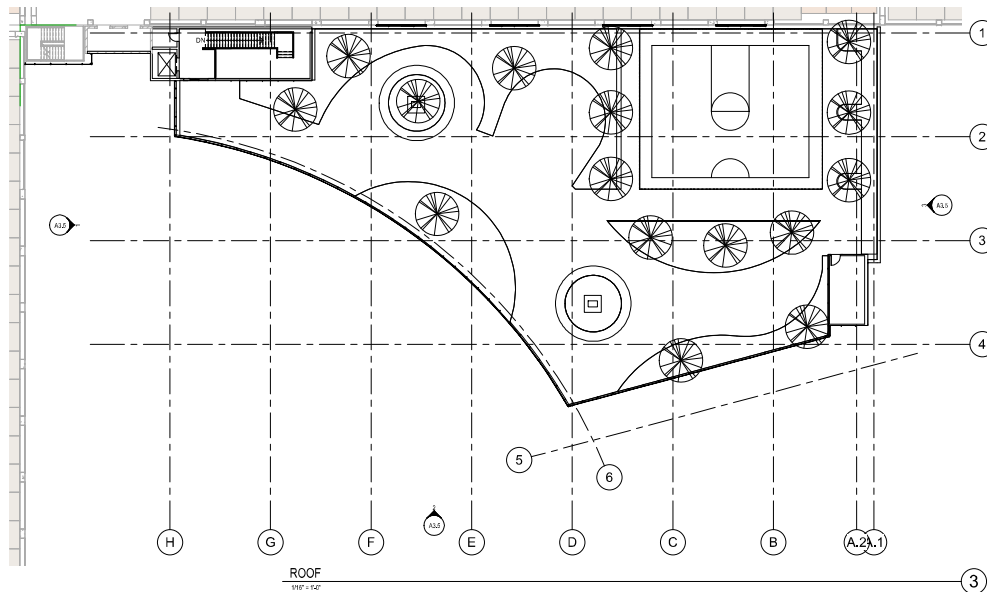
MENLO EQUITIES

A2.9

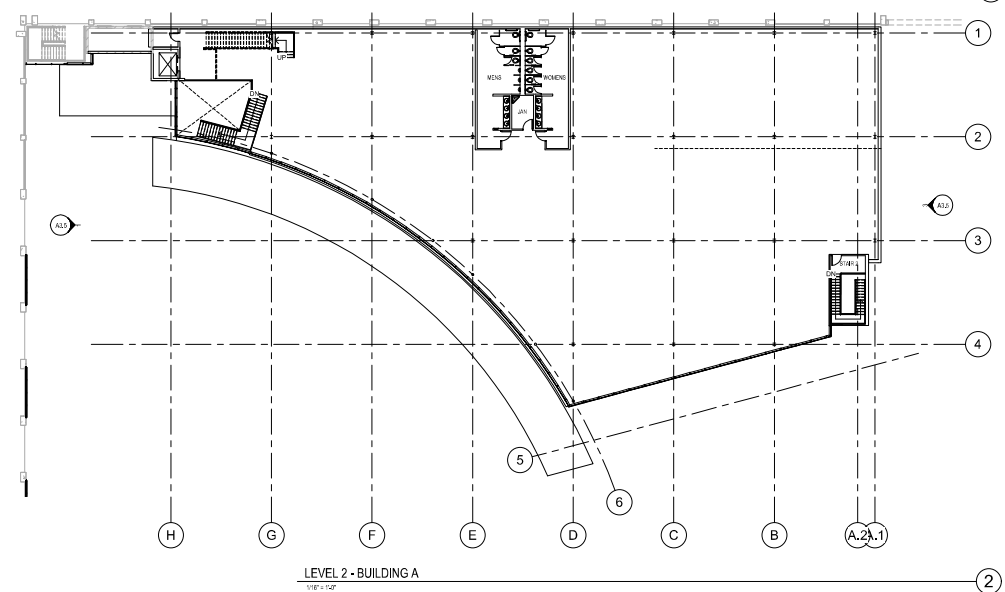




LEVEL 1 - BUILDING A
1/8" = 1'-0"



ROOF
1/8" = 1'-0"



LEVEL 2 - BUILDING A
1/8" = 1'-0"

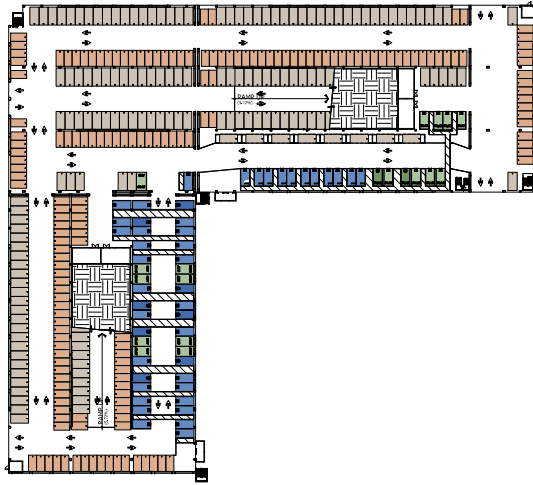
A2.10

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

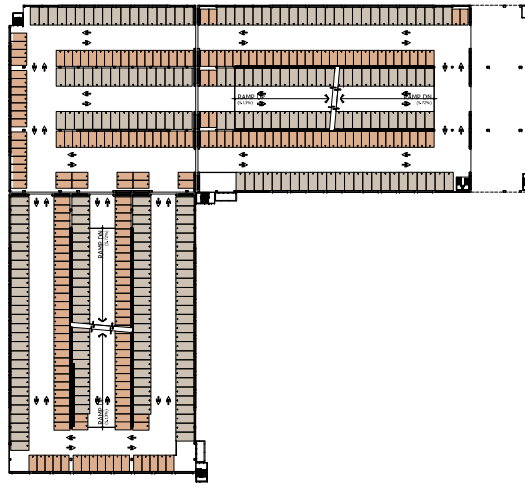
BUILDING FLOOR PLANS AND ROOF PLAN

MENLO EQUITIES



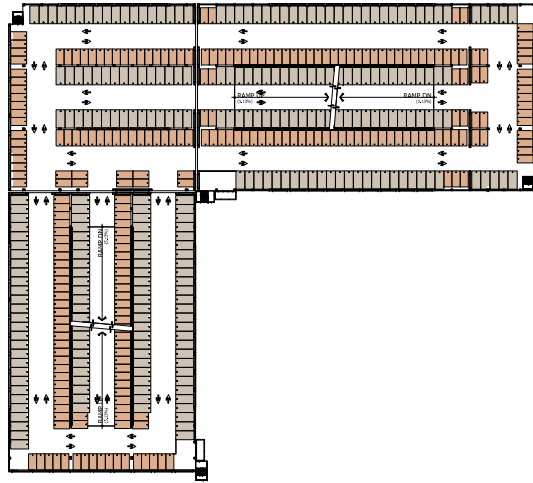
LEVEL 1
T = 50'x42'

1



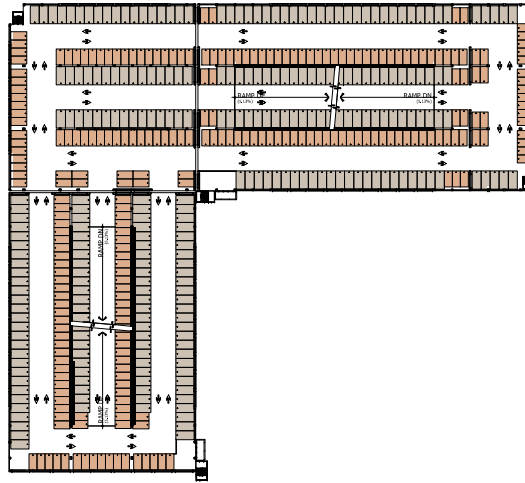
LEVEL 2
T = 50'x42'

2



LEVEL 3
T = 50'x42'

3

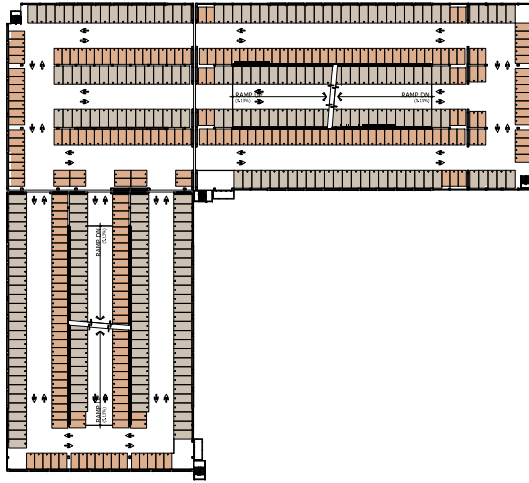


LEVEL 4
T = 50'x42'

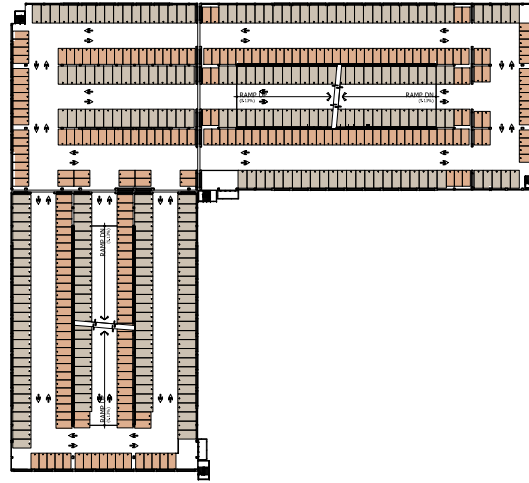
4

CAR COUNT SCHEDULE - (by type)	
ACCESSIBLE SPACE	
ACCESSIBLE - STANDARD (9'-0" x 18'-0")	38
ACCESSIBLE - VAN (9'-0" x 18'-0")	8
	46
CLEAN AIR SPACE	
ACCESSIBLE - AMBULATORY EVSE (10'-0" x 18'-0")	9
ACCESSIBLE - STANDARD EVSE (9'-0" x 18'-0")	8
ACCESSIBLE - VAN EVSE (9'-0" x 18'-0")	2
	19
COMPACT SPACE	
COMPACT (8'-0" x 16'-0")	1710
	1710
STANDARD SPACE	
STANDARD (9'-0" x 18'-0")	1791
	1791
GRAND TOTAL	3566

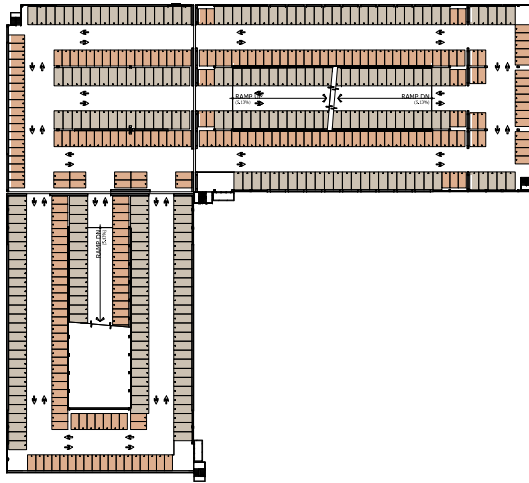
CAR COUNT SCHEDULE - (by level)	
LEVEL P-8	
COMPACT (8'-0" x 16'-0")	108
STANDARD (9'-0" x 18'-0")	65
	173
LEVEL P-7	
COMPACT (8'-0" x 16'-0")	228
STANDARD (9'-0" x 18'-0")	241
	469
LEVEL P-6	
COMPACT (8'-0" x 16'-0")	246
STANDARD (9'-0" x 18'-0")	262
	508
LEVEL P-5	
COMPACT (8'-0" x 16'-0")	246
STANDARD (9'-0" x 18'-0")	263
	509
LEVEL P-4	
COMPACT (8'-0" x 16'-0")	246
STANDARD (9'-0" x 18'-0")	262
	508
LEVEL P-3	
COMPACT (8'-0" x 16'-0")	246
STANDARD (9'-0" x 18'-0")	262
	508
LEVEL P-2	
COMPACT (8'-0" x 16'-0")	207
STANDARD (9'-0" x 18'-0")	249
	456
LEVEL P-1	
ACCESSIBLE - AMBULATORY EVSE (10'-0" x 18'-0")	9
ACCESSIBLE - STANDARD (9'-0" x 18'-0")	38
ACCESSIBLE - STANDARD EVSE (9'-0" x 18'-0")	8
ACCESSIBLE - VAN (9'-0" x 18'-0")	8
ACCESSIBLE - VAN EVSE (9'-0" x 18'-0")	2
COMPACT (8'-0" x 16'-0")	183
STANDARD (9'-0" x 18'-0")	187
	435
GRAND TOTAL	3566



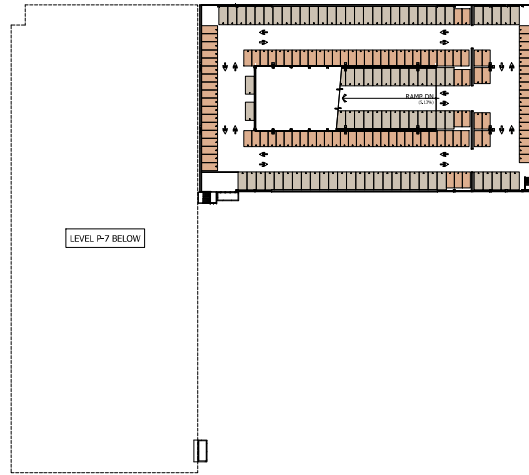
LEVEL 5
T = 10'0"



LEVEL 6
T = 10'0"



LEVEL 7
T = 10'0"



LEVEL 8
T = 10'0"

03/14/20

A2.12

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

PARKING GARAGE PLANS

MENLO EQUITIES

EXTERIOR METAL PANEL SYSTEM

MTL-1 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
MTL-2 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
MTL-3 METAL ROOF SYSTEM

CLASIS

SL-1	GLASS TYPE 1 - REFLECTIVE VISION GLASS
SL-2	GLASS TYPE 2 - REFLECTING TINTED GLASS
SL-3	GLASS TYPE 3 - 1/2" SINGLE PANE CLEAR GLASS
SL-4	GLASS TYPE 4 - REFLECTIVE VISION GLASS
SL-5	GLASS TYPE 5 - REFLECTING TINTED GLASS

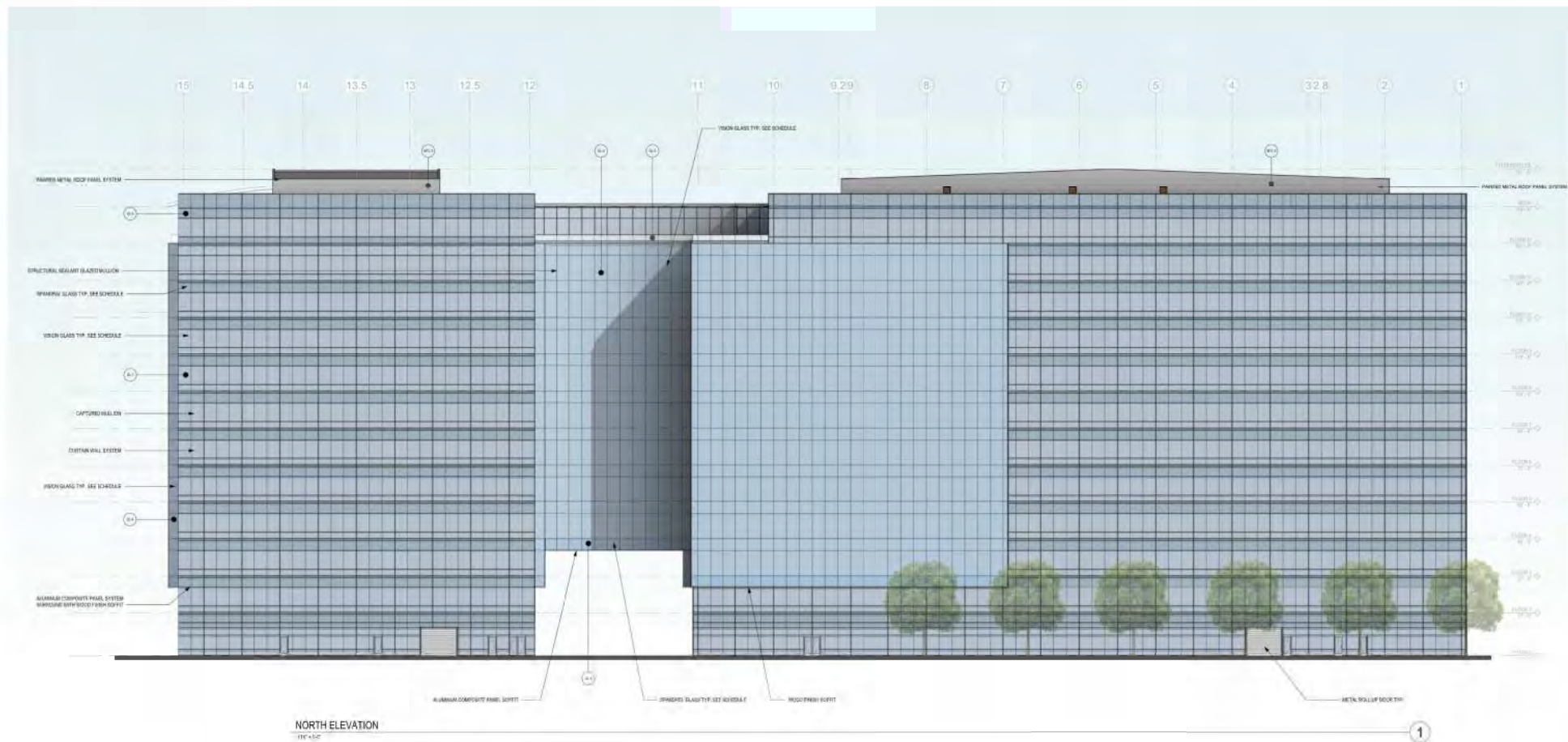
EXTENSION: MIND-GAME: SUNKEN

Wpł. 4: $\text{HCO}_3^- + \text{H}_2\text{O} \rightleftharpoons \text{H}_2\text{CO}_3^* + \text{OH}^-$ (17.13)



EXTERIOR MATERIAL LEGEND

- EXTERIOR METAL PANEL SYSTEM**
- MP-1 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MP-2 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MP-3 METAL ROOF SYSTEM
- GLASS**
- GL-1 GLASS TYPE 1 - INSULATING VISION GLASS
 - GL-2 GLASS TYPE 2 - INSULATING SPANDREL GLASS
 - GL-3 GLASS TYPE 3 - 10" SINGLE PANEL CLEAR GLASS
 - GL-4 GLASS TYPE 4 - INSULATING VISION GLASS
 - GL-5 GLASS TYPE 5 - INSULATING SPANDREL GLASS
- EXTERIOR WOOD PANEL SYSTEM**
- WP-1 WOOD FINISH PANEL SYSTEM



A3.2

GREAT AMERICA PKW AND TASMAN DR
SANTA CLARA, CA
BUILDING ELEVATIONS

MENLO EQUITIES

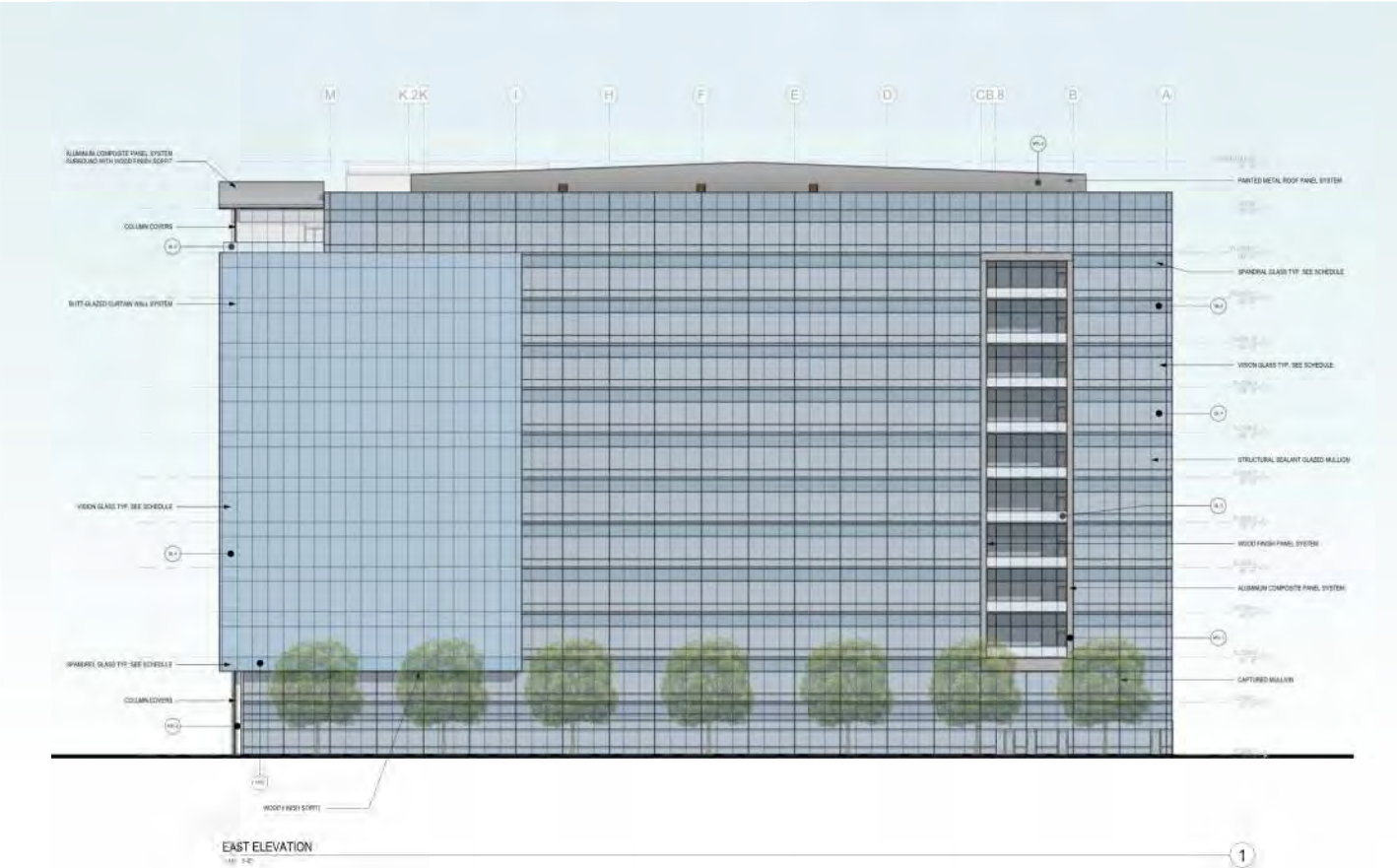
vision
function
space
culture
lines
experience

RMW
architects & interiors

think
listen
build
speak
learn

EXTERIOR MATERIAL LEGEND

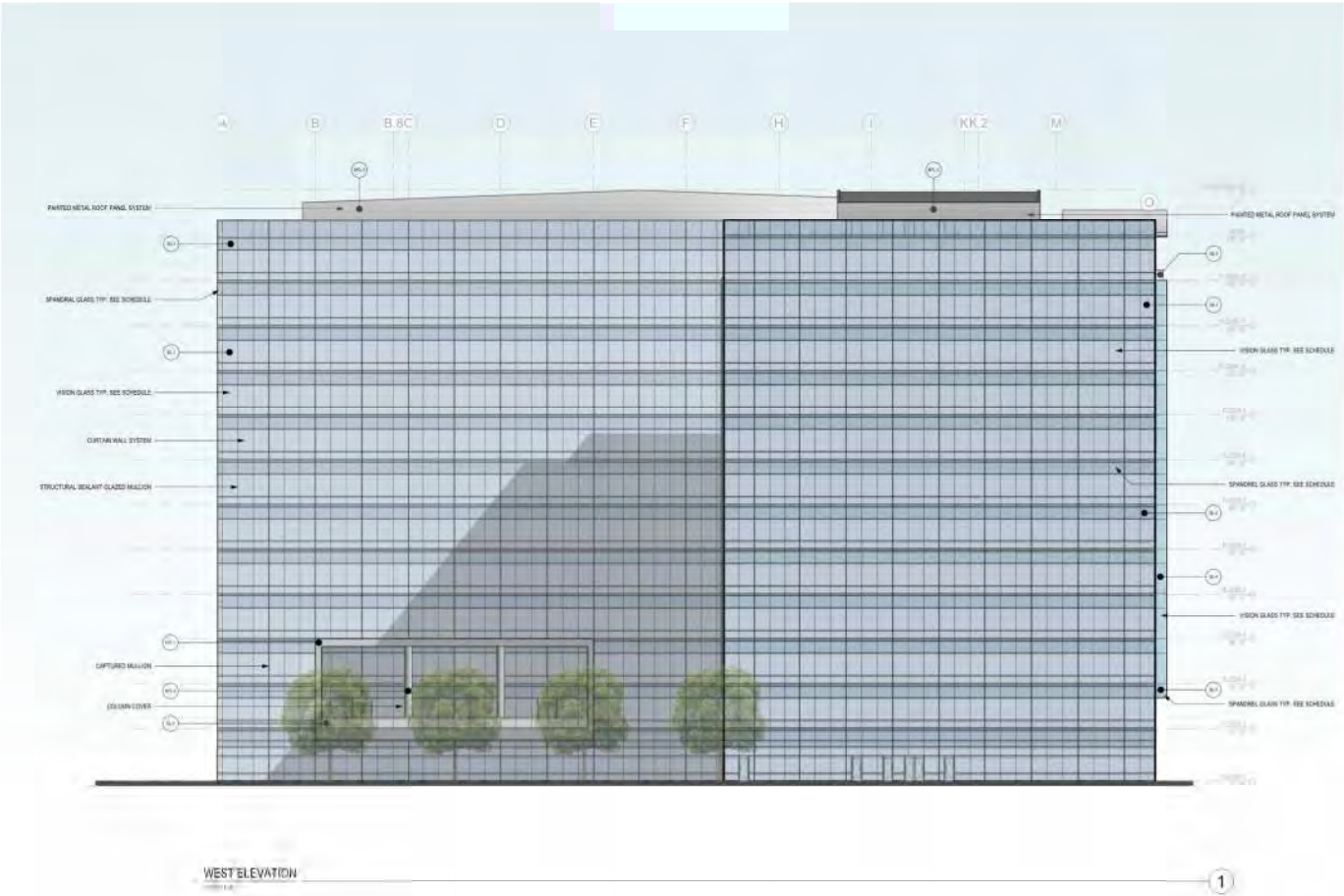
- EXTERIOR METAL PANEL SYSTEM**
- MTS-1 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MTS-2 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MTS-3 METAL ROOF SYSTEM
- GLASS**
- GL-1 GLASS TYPE 1 - INSULATING VISION GLASS
 - GL-2 GLASS TYPE 2 - INSULATING SPANDREL GLASS
 - GL-3 GLASS TYPE 3 - 1/2" SINGLE PANE CLEAR GLASS
 - GL-4 GLASS TYPE 4 - INSULATING VISION GLASS
 - GL-5 GLASS TYPE 5 - INSULATING SPANDREL GLASS
- EXTERIOR WOOD PANEL SYSTEM**
- WDS-1 WOOD FINISH PANEL SYSTEM



GREAT AMERICA PKW AND TASMAN DR
SANTA CLARA, CA
BUILDING ELEVATIONS

EXTERIOR MATERIAL LEGEND

- EXTERIOR METAL PANEL SYSTEM
- MTS-1 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MTS-2 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH
 - MTS-3 METAL ROOF SYSTEM
- GLASS
- GL-1 GLASS TYPE 1 - INSULATING SPANDREL GLASS
 - GL-2 GLASS TYPE 2 - INSULATING SPANDREL GLASS
 - GL-3 GLASS TYPE 3 - 1/2" SINGLE PANE CLEAR GLASS
 - GL-4 GLASS TYPE 4 - INSULATING VISION GLASS
 - GL-5 GLASS TYPE 5 - INSULATING SPANDREL GLASS
- EXTERIOR WOOD PANEL SYSTEM
- WDS-1 WOOD FINISH PANEL SYSTEM



GREAT AMERICA PKW AND TASMAN DR
SANTA CLARA, CA
BUILDING ELEVATIONS

INTERNATIONAL BANKING SYSTEM

MTL-2 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH

CLASS

GL-1 GLASS TYPE 1 - INSULATING VISION GLASS

INTERPOLWOOD PANEL SYSTEM

WD-1 WOOD FINISH PANEL SYSTEM

EXTENDED CONCRETE MAJOR RV LIM

CN-1 CONCRETE MASONRY UNIT
COLOR: TBD



02/12/20

Water
for action
against
climate
change
ideas
for the future

RMW 100%
architecture & interiors

Design
build
operate
maintain

A3.5

ENVIRONMENTAL RISK FACTORS

MTL-4 ALUMINUM COMPOSITE PANEL W/ POWDER COATED FINISH

CM 1 CONCRETE MISCELLARY UNIT

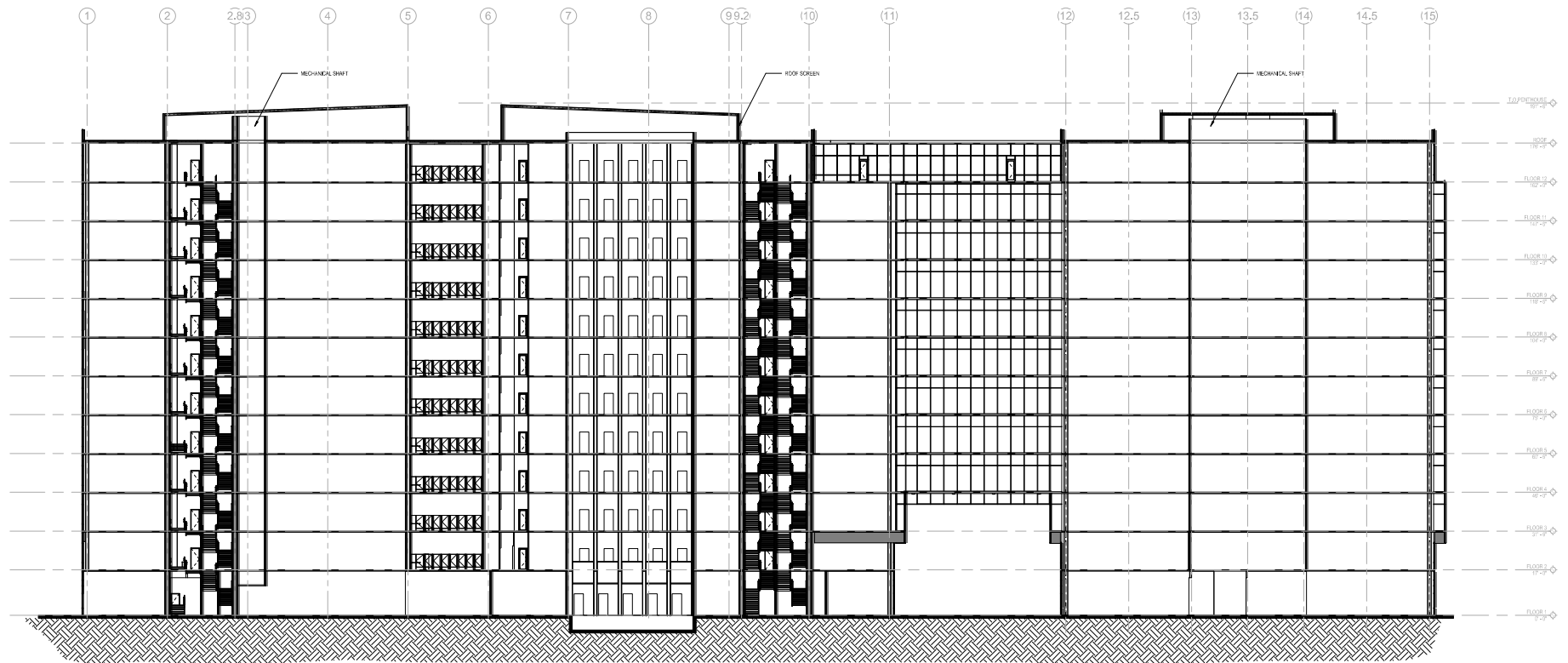
CONCRETE REINFORCING STEEL
COLUMNS
PATTING, Insulating Board

[illegible]

DOI: 10.1002/eqm2


$$196^2 = 38416$$

—1



BUILDING SECTION 2
1/8" = 1'-0"

①

03/03/20

A4.1

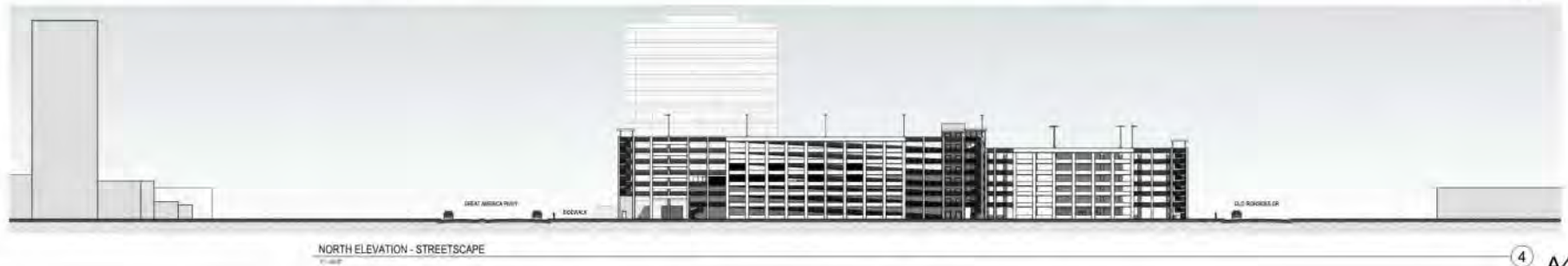
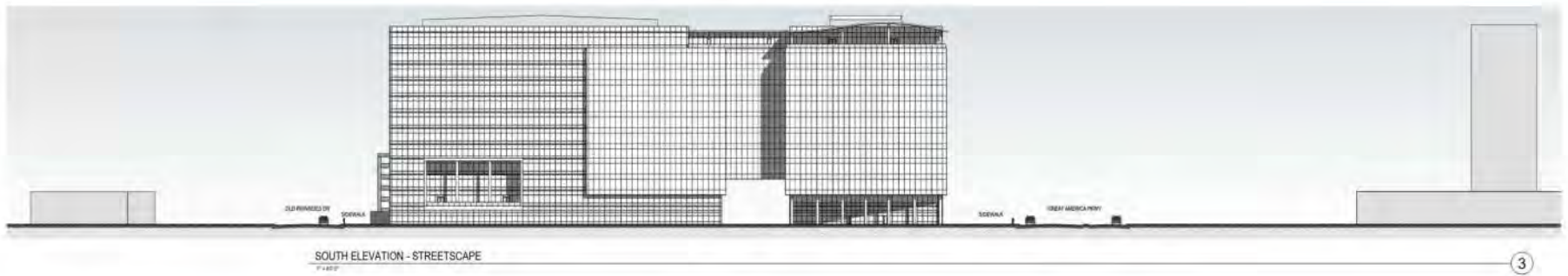
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

BUILDING SECTION

MENLO EQUITIES





GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

STREETSCAPE ELEVATIONS

MENLO EQUITIES

RMW
architecture & interiors
vision
function
space
culture
form
sustainability
think
listen
build
speak
learn

A4.2



03/03/20

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

RENDERINGS

MENLO EQUITIES

A5.1

vision
function
space
culture
cost
experience

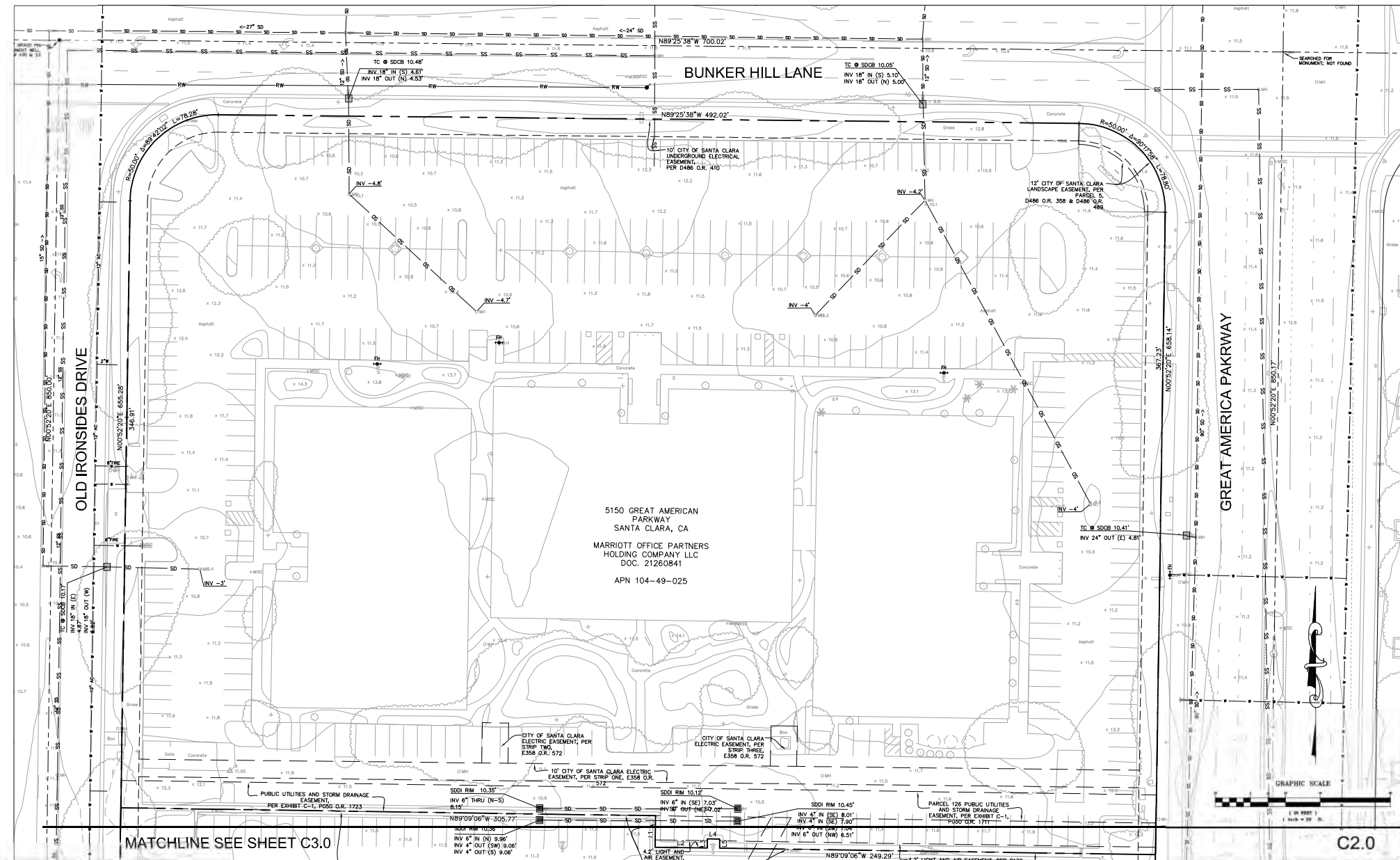
RMW
architecture & interiors

think
listen
build
speak
learn

vision
function
space
culture
ideas
experience

RMW think
listen
build
speak
learn

architecture & interiors



GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

EXISTING CONDITIONS

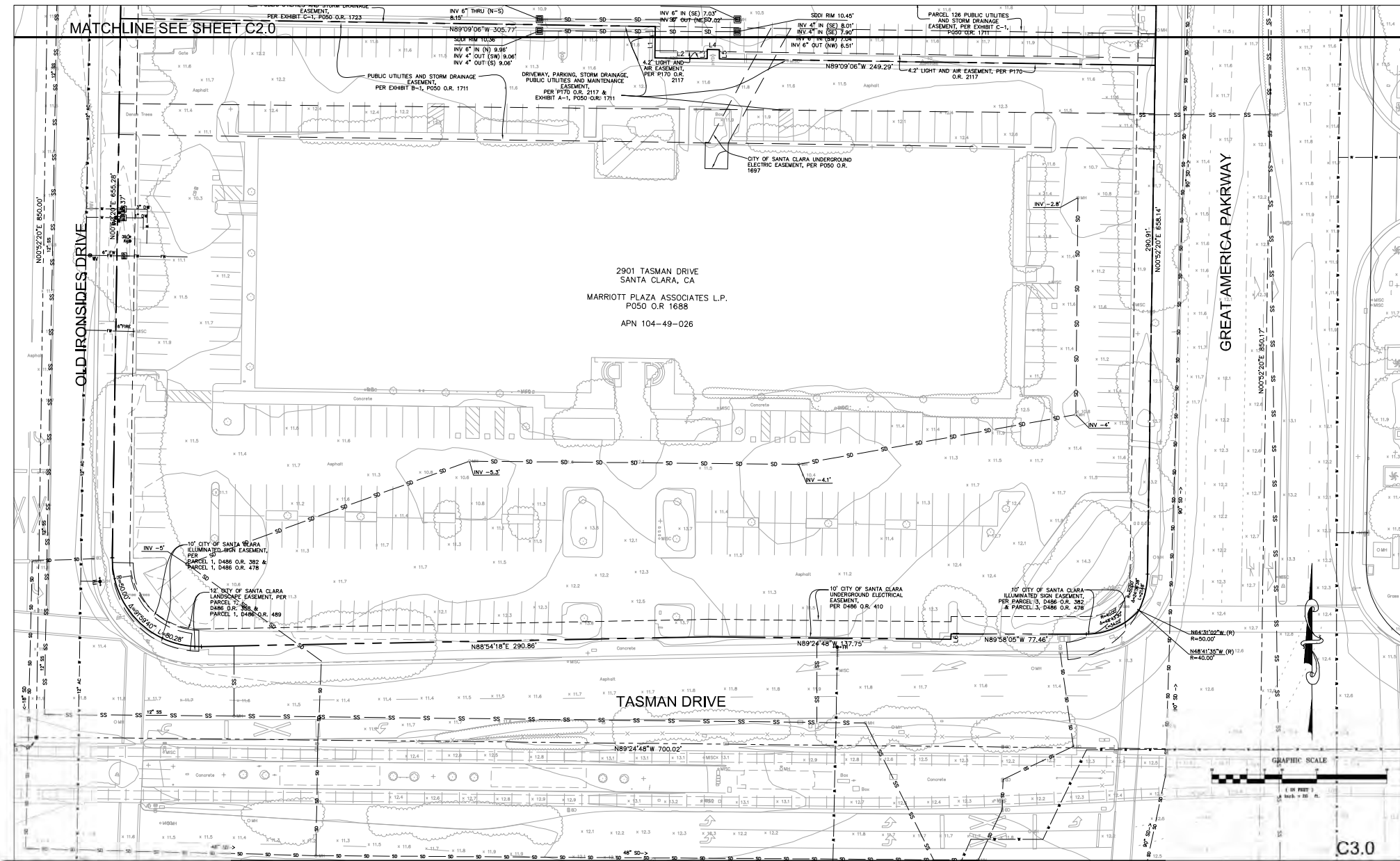
MENLO EQUITIES

vision
function
form
culture
ideas
experience

RMW interiors

architecture & interiors

listen
build
speak
learn



GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

EXISTING CONDITIONS

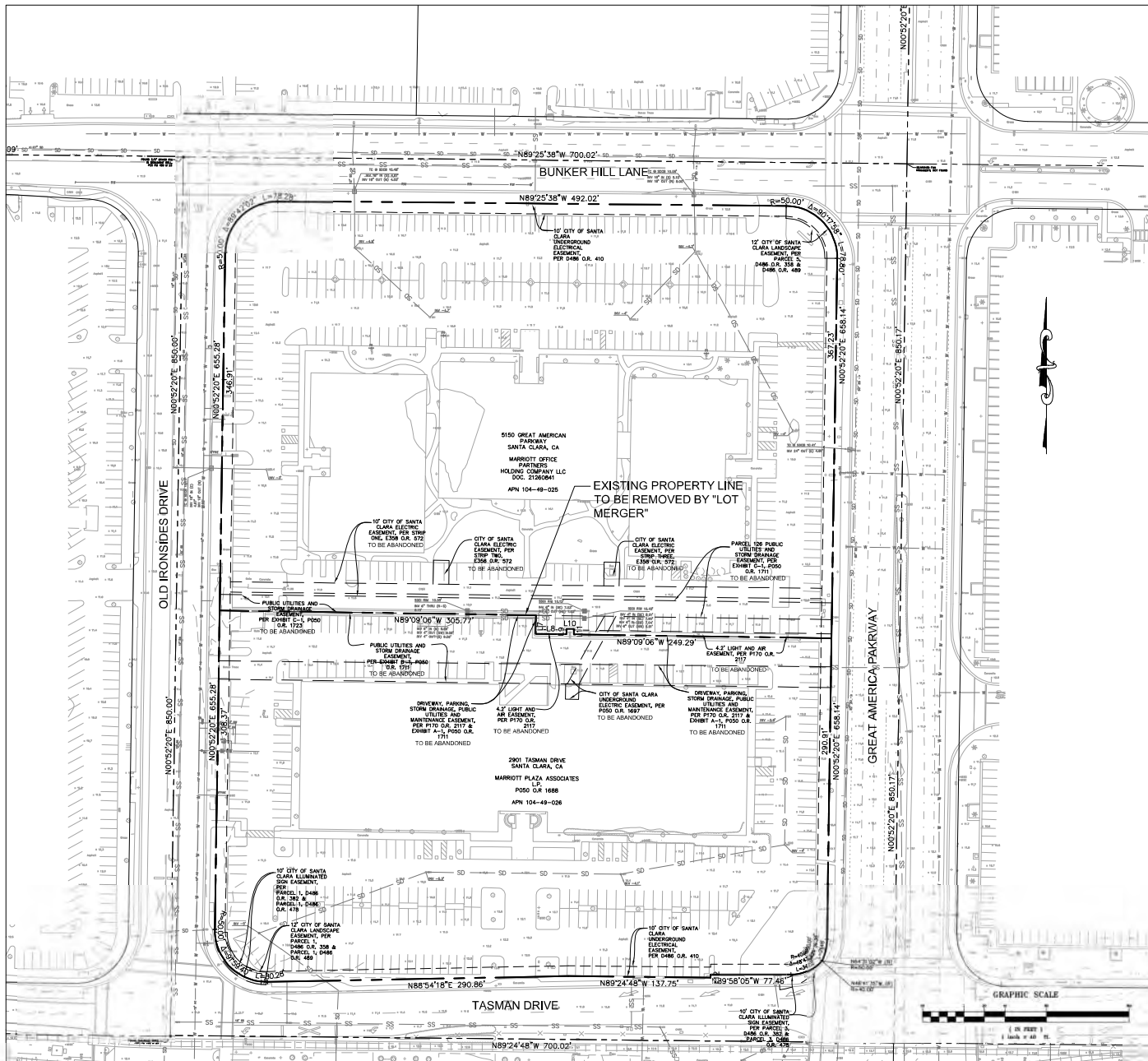
MENLO EQUITIES

vision
function
form
culture
class
experience

RMW architects

architecture & interiors

listen
build
speak
learn



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00° 59' 54"E	18.00
L2	N89° 09' 06"W	23.95
L3	N00° 50' 54"E	5.26
L4	N89° 09' 06"W	7.00
L5	N00° 50' 54"E	5.26
L6	N00° 55' 12"E	3.00

LEGEND	
---	PROPERTY LINE
---	CENTER LINE
---	EASEMENT LINE
SS	SANITARY SEWER
SD	STORM DRAIN
W	DOMESTIC WATER

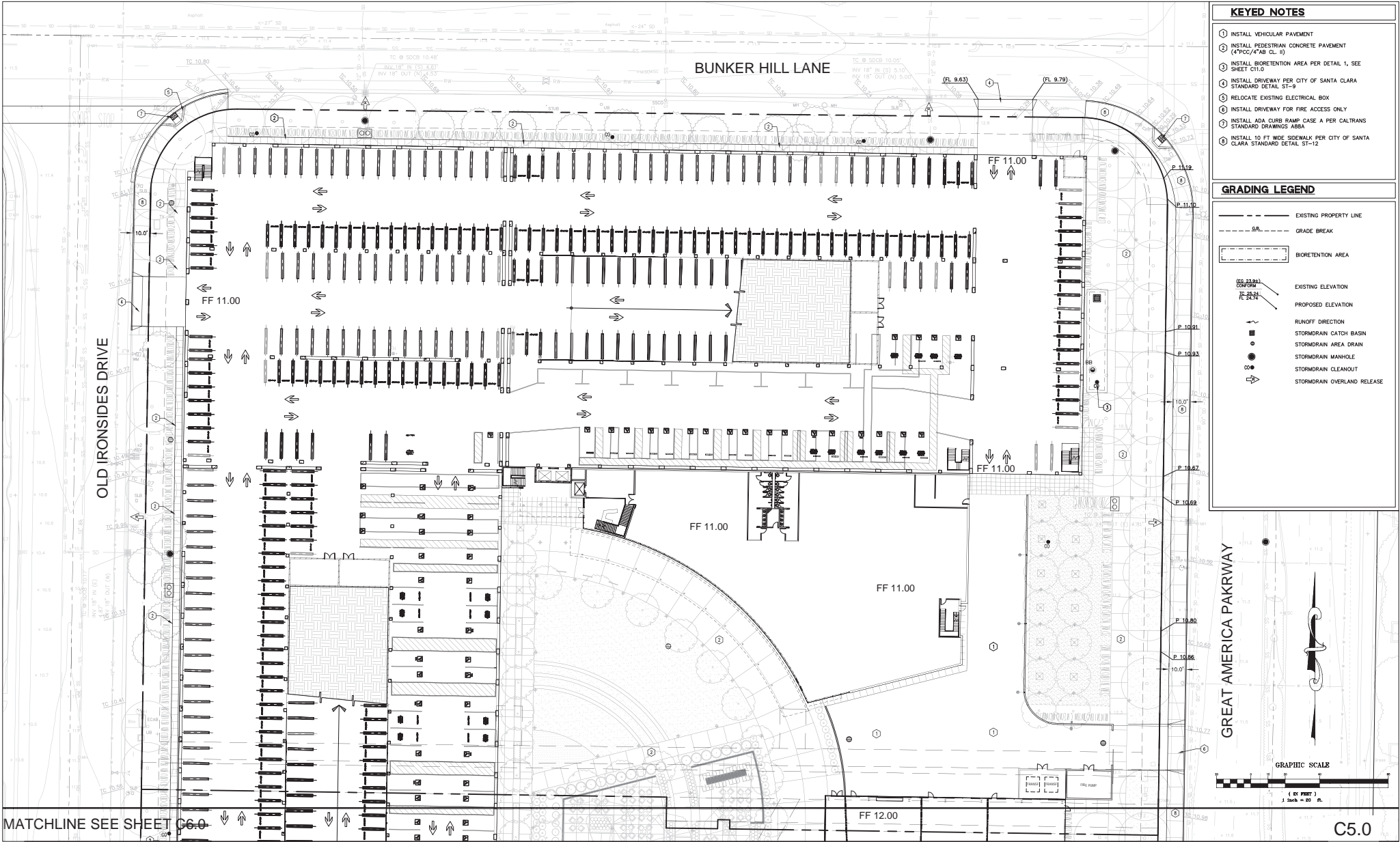
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

MAP SHEET

MENLO EQUITIES

C4.0



KEYED NOTES

- 1. INSTALL VEHICULAR PAVEMENT
- 2. INSTALL PEDESTRIAN CONCRETE PAVEMENT (4"POC/4"AB CL. II)
- 3. INSTALL BIORETENTION AREA PER DETAIL 1, SEE SHEET C11.0
- 4. INSTALL DRIVEWAY PER CITY OF SANTA CLARA STANDARD DETAIL ST-9
- 5. RELOCATE EXISTING ELECTRICAL BOX
- 6. INSTALL DRIVEWAY FOR FIRE ACCESS ONLY
- 7. INSTALL ADA CURB RAMP CASE A PER CALTRANS STANDARD DRAWINGS ABBA
- 8. INSTALL 10 FT WIDE SIDEWALK PER CITY OF SANTA CLARA STANDARD DETAIL ST-12

GRADING LEGEND

- EXISTING PROPERTY LINE
- GRADE BREAK
- BIORETENTION AREA
- EXISTING ELEVATION
- PROPOSED ELEVATION
- RUNOFF DIRECTION
- STORMRAIN CATCH BASIN
- STORMRAIN AREA DRAIN
- STORMRAIN MANHOLE
- STORMRAIN CLEANOUT
- STORMRAIN OVERLAND RELEASE

GREAT AMERICA PARKWAY

GRAPHIC SCALE
1" = 20' FT

C5.0

MENLO EQUITIES

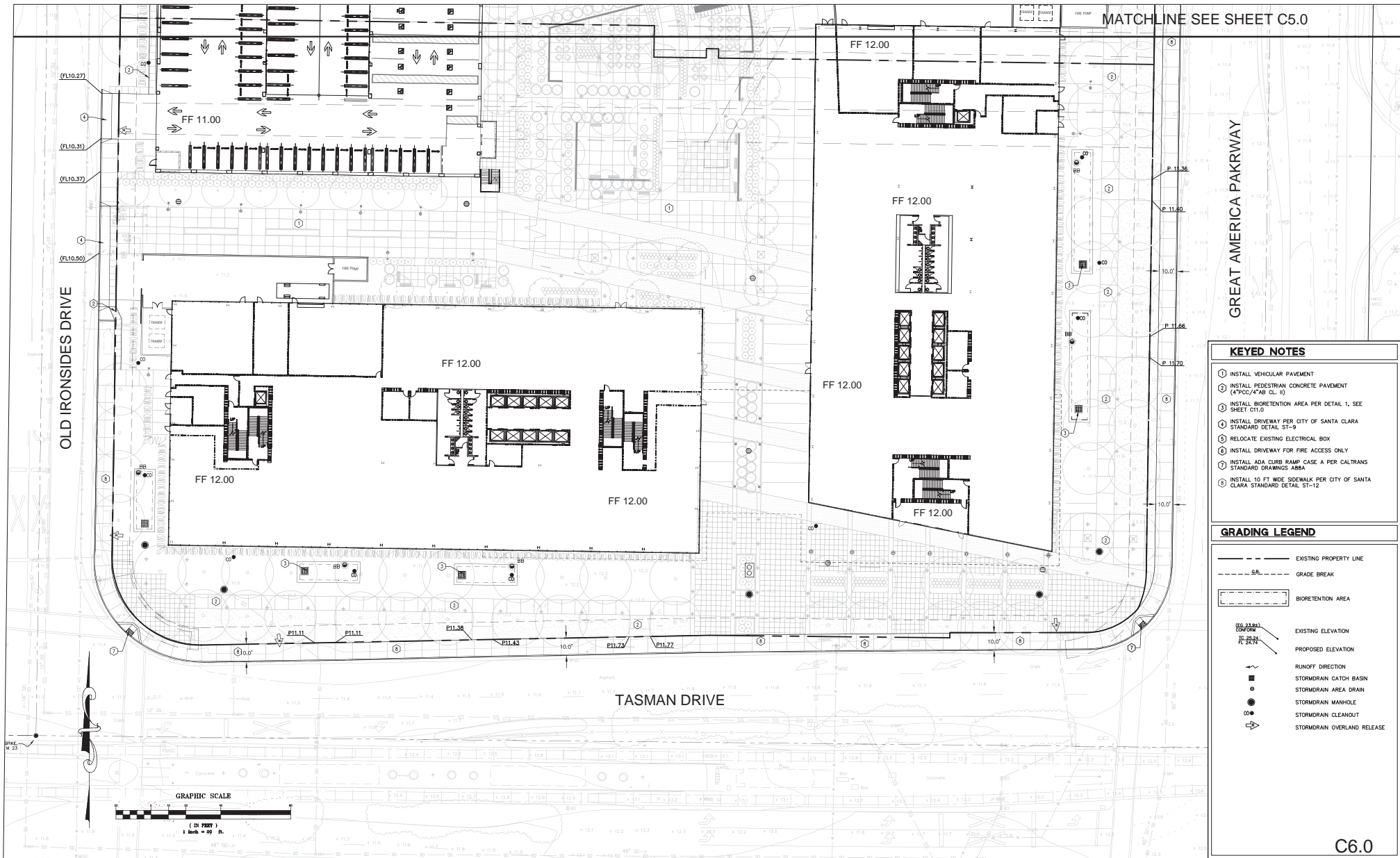
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

GRADING PLAN

RMW
architecture & interiors

vision
function
space
culture
ideas
listen
build
speak
learn



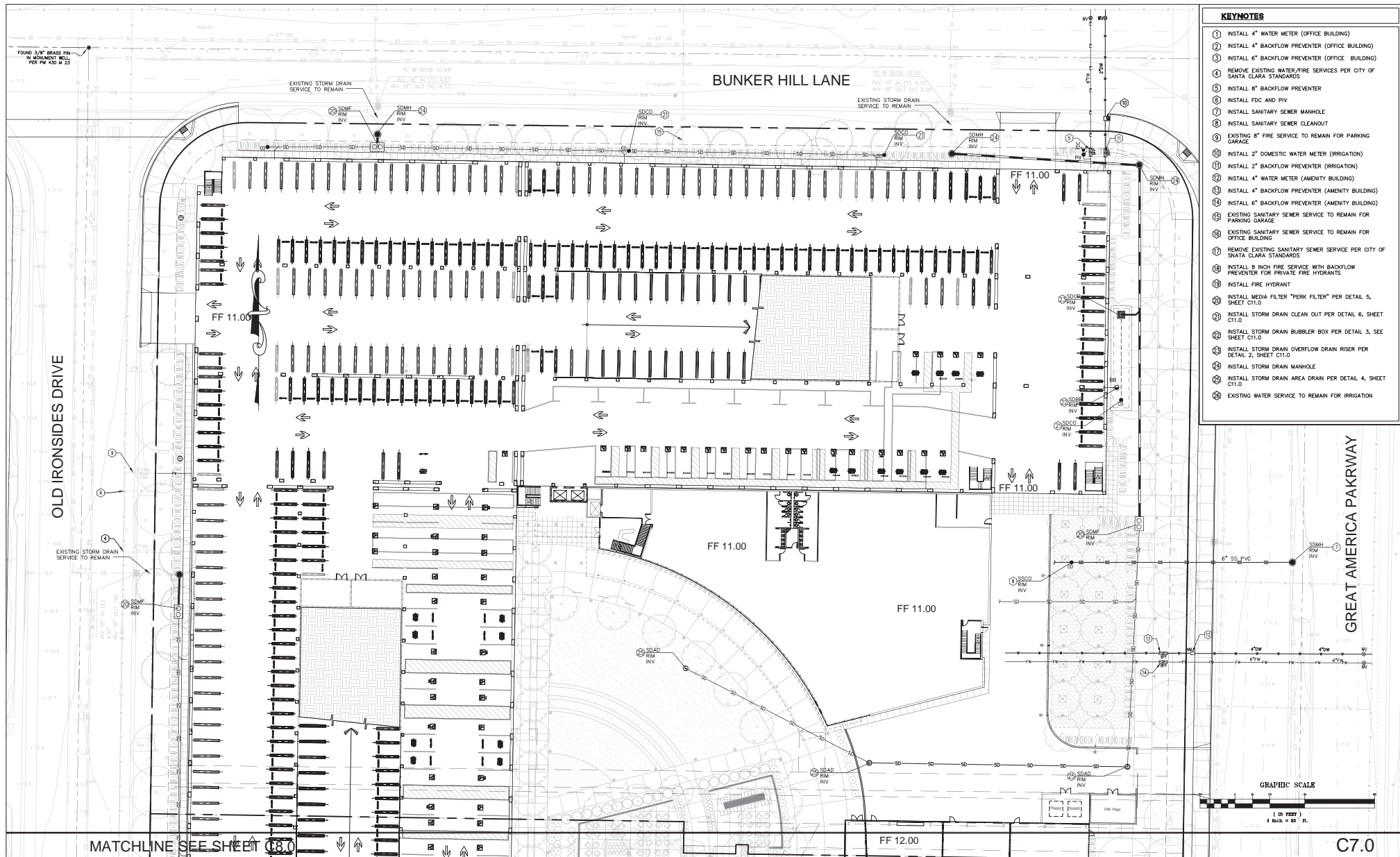
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

GRADING PLAN

MENLO EQUITIES

C6.0

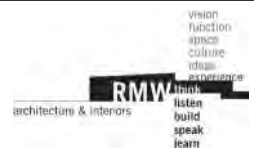


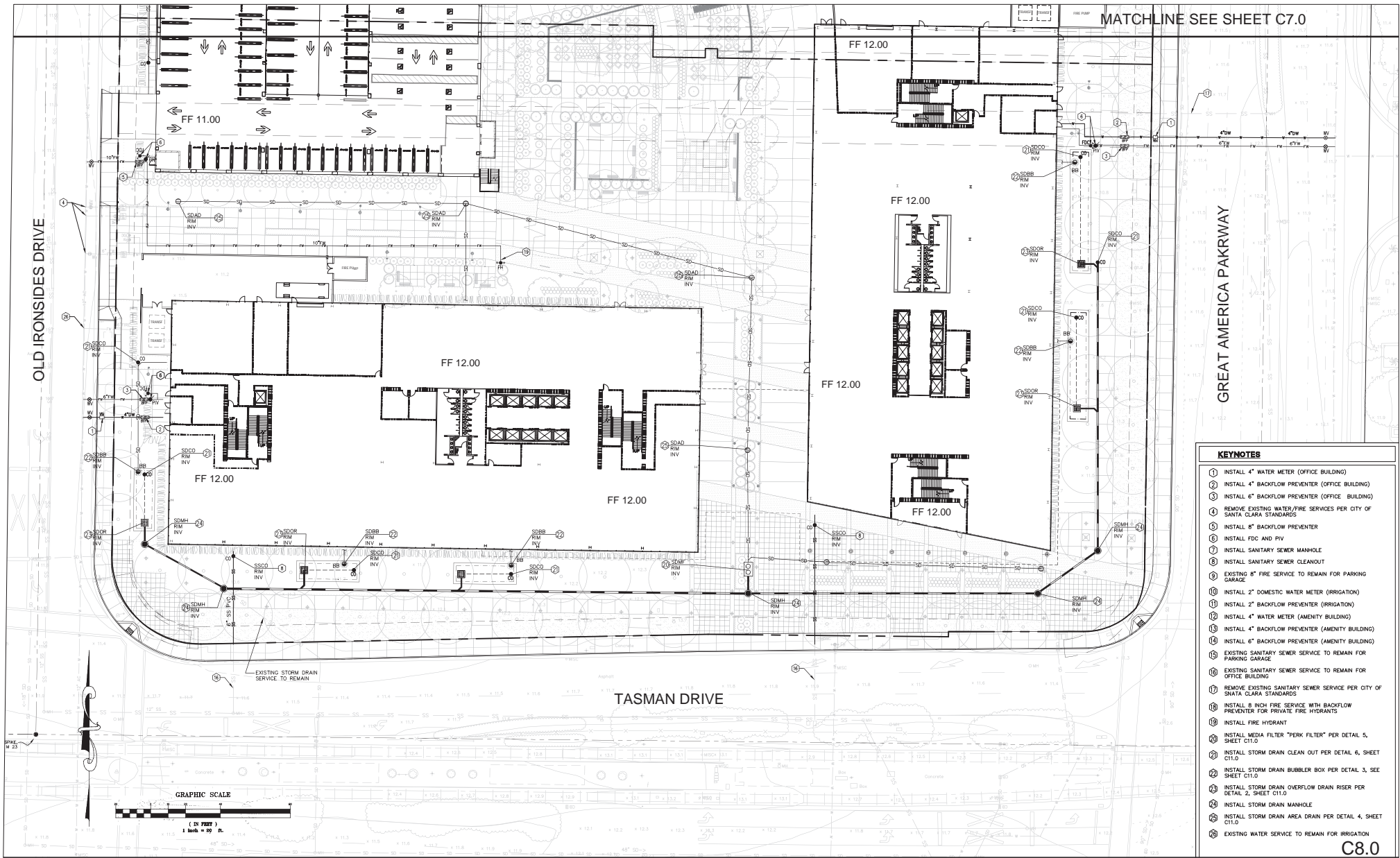
- KEYNOTES**
- 1 INSTALL 4" WATER METER (OFFICE BUILDING)
 - 2 INSTALL 4" BACKFLOW PREVENTER (OFFICE BUILDING)
 - 3 INSTALL 6" BACKFLOW PREVENTER (OFFICE BUILDING)
 - 4 REMOVE EXISTING WATER/FIRE SERVICES PER CITY OF SANTA CLARA STANDARDS
 - 5 INSTALL 8" BACKFLOW PREVENTER
 - 6 INSTALL FDC AND PIV
 - 7 INSTALL SANITARY SEWER MANHOLE
 - 8 INSTALL SANITARY SEWER CLEANOUT
 - 9 EXISTING 8" FIRE SERVICE TO REMAIN FOR PARKING GARAGE
 - 10 INSTALL 2" DOMESTIC WATER METER (IRRIGATION)
 - 11 INSTALL 2" BACKFLOW PREVENTER (IRRIGATION)
 - 12 INSTALL 4" WATER METER (AMENITY BUILDING)
 - 13 INSTALL 4" BACKFLOW PREVENTER (AMENITY BUILDING)
 - 14 INSTALL 6" BACKFLOW PREVENTER (AMENITY BUILDING)
 - 15 EXISTING SANITARY SEWER SERVICE TO REMAIN FOR PARKING GARAGE
 - 16 EXISTING SANITARY SEWER SERVICE TO REMAIN FOR OFFICE BUILDING
 - 17 REMOVE EXISTING SANITARY SEWER SERVICE PER CITY OF SANTA CLARA STANDARDS
 - 18 INSTALL 8 INCH FIRE SERVICE WITH BACKFLOW PREVENTER FOR PRIVATE FIRE HYDRANTS
 - 19 INSTALL FIRE HYDRANT
 - 20 INSTALL MEDIA FILTER "PERK FILTER" PER DETAIL 5, SHEET C11.0
 - 21 INSTALL STORM DRAIN CLEAN OUT PER DETAIL 6, SHEET C11.0
 - 22 INSTALL STORM DRAIN BUBBLER BOX PER DETAIL 3, SEE SHEET C11.0
 - 23 INSTALL STORM DRAIN OVERFLOW DRAIN RISER PER DETAIL 2, SHEET C11.0
 - 24 INSTALL STORM DRAIN MANHOLE
 - 25 INSTALL STORM DRAIN AREA DRAIN PER DETAIL 4, SHEET C11.0
 - 26 EXISTING WATER SERVICE TO REMAIN FOR IRRIGATION

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

UTILITY PLAN





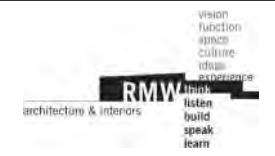
- KEYNOTES**
1. INSTALL 4" WATER METER (OFFICE BUILDING)
 2. INSTALL 4" BACKFLOW PREVENTER (OFFICE BUILDING)
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 13. INSTALL 4" BACKFLOW PREVENTER (AMENITY BUILDING)
 14. INSTALL 6" BACKFLOW PREVENTER (AMENITY BUILDING)
 15. EXISTING SANITARY SEWER SERVICE TO REMAIN FOR PARKING GARAGE
 16. EXISTING SANITARY SEWER SERVICE TO REMAIN FOR OFFICE BUILDING
 17. REMOVE EXISTING SANITARY SEWER SERVICE PER CITY OF SANTA CLARA STANDARDS
 18. INSTALL 8 INCH FIRE SERVICE WITH BACKFLOW PREVENTER FOR PRIVATE FIRE HYDRANTS
 19. INSTALL FIRE HYDRANT
 20. INSTALL MEDIA FILTER "PERK FILTER" PER DETAIL 5, SHEET C11.0
 21. INSTALL STORM DRAIN CLEAN OUT PER DETAIL 6, SHEET C11.0
 22. INSTALL STORM DRAIN BUBBLER BOX PER DETAIL 3, SEE SHEET C11.0
 23. INSTALL STORM DRAIN OVERFLOW DRAIN RISER PER DETAIL 2, SHEET C11.0
 24. INSTALL STORM DRAIN MANHOLE
 25. INSTALL STORM DRAIN AREA DRAIN PER DETAIL 4, SHEET C11.0
 26. EXISTING WATER SERVICE TO REMAIN FOR IRRIGATION

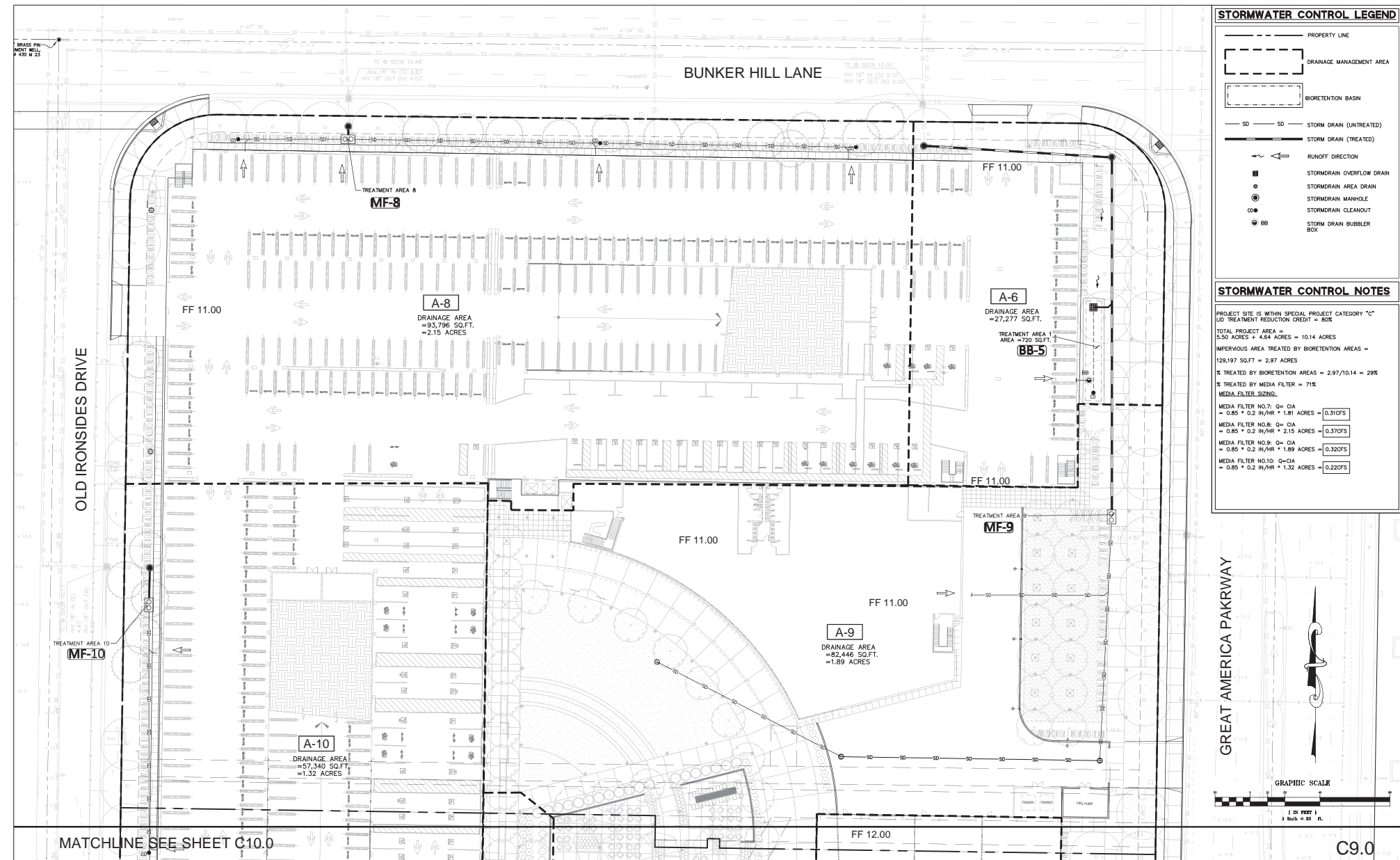
C8.0

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

UTILITY PLAN





MENLO EQUITIES

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

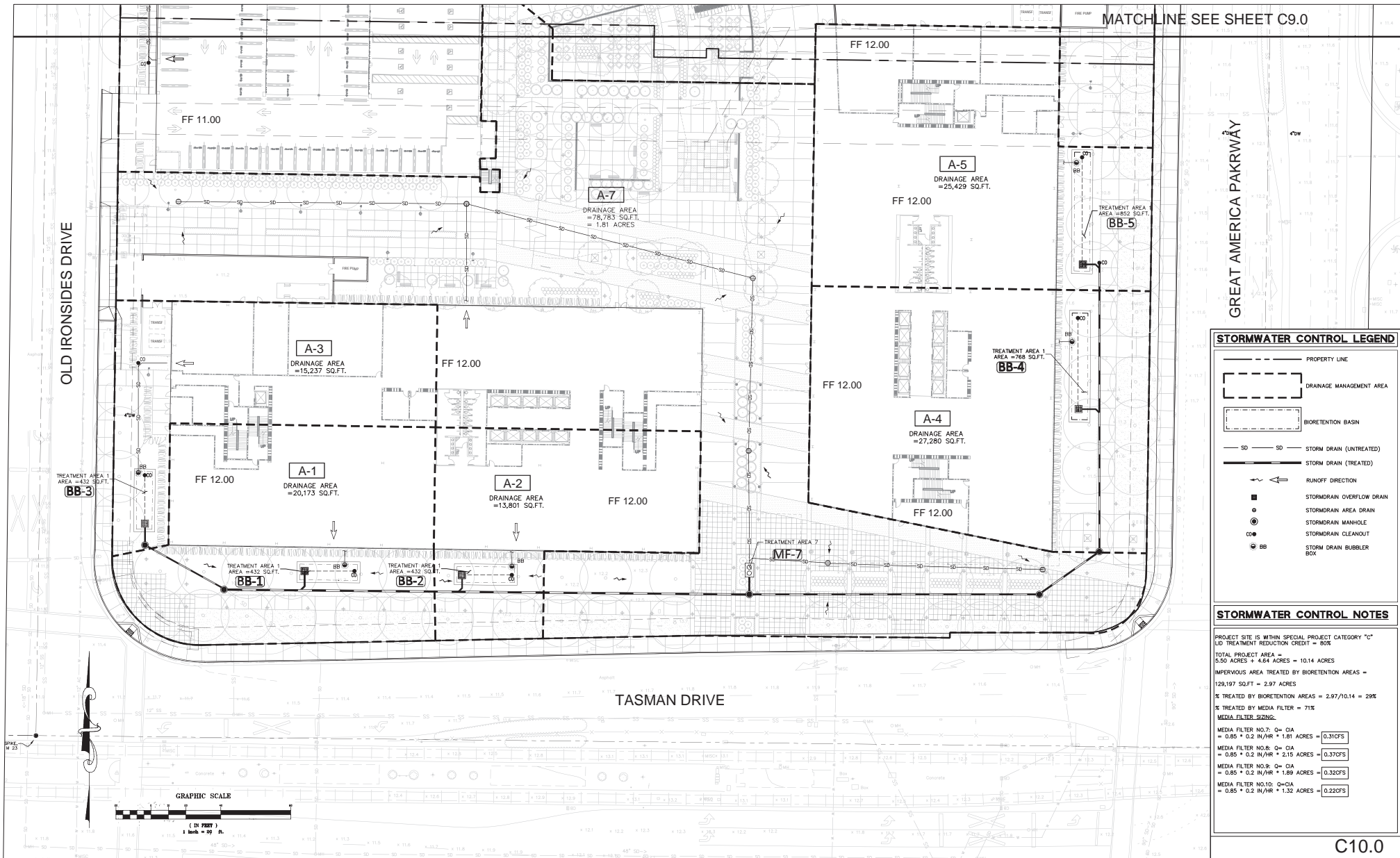
STORMWATER CONTROL PLAN

vision
function
space
culture
ideas
experience

RMW ARCHITECTS

architecture & interiors

listen
build
speak
learn



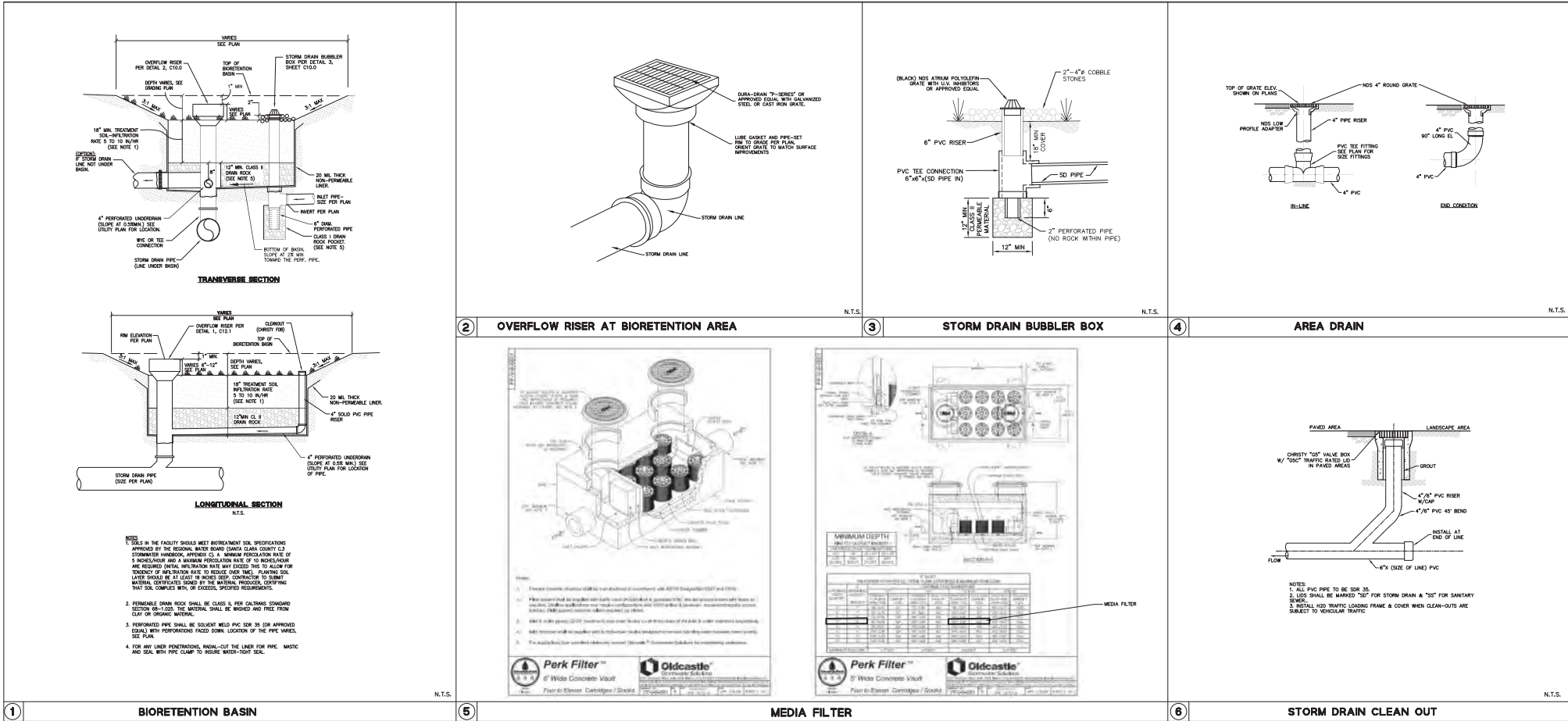
GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

STORMWATER CONTROL PLAN

MENLO EQUITIES

C10.0

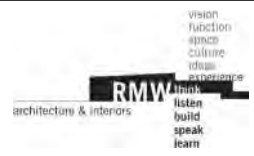


C11.0

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

DETAILS



BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	20,173 0.46		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	13,240 0.30		
Total Equivalent Impervious A_{eq}	13910		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	1077		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	432		
Bioretention Area is Adequate			

K:\2017\176183 TASMAN\DOC\026-Design\02 Stormwater_System\WMP\Bioretention areas calc spreadsheet.xlsx - A1 Page 1 of 1

BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	13,801 0.31		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	13,240 0.30		
Total Equivalent Impervious A_{eq}	11514		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	561		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	812		
Bioretention Area is Adequate			

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BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	15,207 0.35		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	13,240 0.30		
Total Equivalent Impervious A_{eq}	12794		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	600		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	412		
Bioretention Area is Adequate			

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BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	27,280 0.63		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	21,644 0.50		
Total Equivalent Impervious A_{eq}	22170		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	1079		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	764		
Bioretention Area is Adequate			

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BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	21,638 0.50		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	21,644 0.50		
Total Equivalent Impervious A_{eq}	22234		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	1079		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	832		
Bioretention Area is Adequate			

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BKF ENGINEERS 1730 North First Street, Suite 600 San Jose, CA 95112		Tasman GAP 2901 Tasman Dr 5150 Great America Santa Clara, CA 95054	Date 02/13/2020 Project No. 20176183
TREATMENT AREA E - COMBINATION METHOD Determine the drainage area flowing into the bioretention			
DRAINAGE AREA FOR BMP: A_p (ft ²) A_p (acres)	27,280 0.63		
IMPERVIOUS AREA RATIO AND EQUIVALENT IMPERVIOUS AREA Impervious Area $A_{impervious}$ (ft ²) $A_{impervious}$ (acres)	21,644 0.50		
Total Equivalent Impervious A_{eq}	22014		
MEAN ANNUAL PRECIPITATION (M.A.P.) Determine mean storm event at site using reference gauges M.A.P. at Santa Clara MAP_{site} (in) MAP_{site} (in)	13.90 1.15		
Correction Factor $C = MAP_{site}/MAP_{gauge}$	1.01		
UNIT BASIN STORAGE VOLUME (Use Figure 8-2 Unit Basin Volume for 80% Capture - San Jose Rain Gauge) Average slope of drainage area < 1% Adjusted Unit Basin Storage Vol. $V_{adj,unit} = C \times U$	0.38 0.38		
WATER QUALITY DESIGN VOLUME $V_{design} = V_{adj,unit} \times A_{eq}$	1079		
RAIN EVENT DURATION $T_{duration} = 1 \text{ hour}$ $T_{duration} = 1 \text{ hour}$ (Flow based using criteria per SUDWRP)	2.92		
TREATMENT AREA REQUIRED Maximum Ponding Depth Proposed Actual Ponding Depth based on Area provided Treatment Soil Infiltration Rate (5 in/hr minimum) V_{in} (in/hr) V_{in} (in/hr) Volume of Treated Runoff in Cell $V_{treated}$ (ft ³) $V_{treated}$ (ft ³) Ponding between Flowline and Overflow $A_{ponding}$ (ft ²) Minimum Treatment Area Required	4 4 3 504 34 145 764		
TREATMENT AREA PROVIDED $A_{provided}$ (ft ²)	720		
Bioretention Area is Adequate			

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TREATMENT MEASURE CONTROL SUMMARY TABLE									
DRAINAGE AREA	DRAINAGE AREA SIZE (SQ.FT.)	PERVIOUS SURFACE (SQ.FT.)	TYPE OF PERVIOUS SURFACE (SQ.FT.)	IMPERVIOUS SURFACE (SQ.FT.)	TYPE OF IMPERVIOUS SURFACE (SQ.FT.)	EFFECTIVE IMPERVIOUS SURFACE (SQ.FT.)	COMBINATION METHOD REQUIRED (SQ.FT.)	COMBINATION METHOD PROVIDED (SQ.FT.)	PROPOSED TREATMENT CONTROLS
A-1	20,173	6,959	LANDSCAPE	13,214	ROOF/WALKWAYS	13,910	394	432	BIORETENTION-BB-1
A-2	13,801	2,539	LANDSCAPE	11,262	ROOF/WALKWAYS	11,516	326	432	BIORETENTION-BB-2
A-3	15,207	2,776	LANDSCAPE	12,431	ROOF/WALKWAYS	12,739	361	432	BIORETENTION-BB-3
A-4	27,280	5,678	LANDSCAPE	21,602	ROOF/WALKWAYS	22,170	629	768	BIORETENTION-BB-4
A-5	25,429	3,546	LANDSCAPE	21,883	ROOF/WALKWAYS	22,238	630	852	BIORETENTION-BB-5
A-6	27,277	5,813	LANDSCAPE	21,464	ROOF/WALKWAYS	22,045	625	720	BIORETENTION-BB-6
A-7	78,783	14,935	LANDSCAPE	63,848	ROOF/WALKWAYS	63,848	-	-	MEDIA FILTER-MF-7
A-8	93,796	9,378	LANDSCAPE	84,418	ROOF/WALKWAYS	84,418	-	-	MEDIA FILTER-MF-8
A-9	82,446	8,358	LANDSCAPE	74,088	ROOF/WALKWAYS	74,088	-	-	MEDIA FILTER-MF-9
A-10	57,341	3,964	LANDSCAPE	53,377	ROOF/WALKWAYS	53,377	-	-	MEDIA FILTER-MF-10
TOTALS	441,563 (10.14 AC)	63,946 (1.47 AC)		377,617 (8.67 AC)	ROOF/WALKWAYS		2,965	3,636	

C12.0

MENLO EQUITIES

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

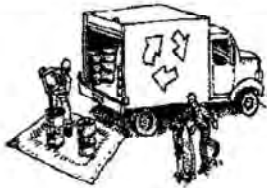
STORMWATER CONTROL DETAILS

vision
function
space
collaboration
ideas
experience
RMW
architecture & interiors
listen
build
speak
learn

Construction Best Management Practices (BMPs)

Construction projects are required to implement year-round stormwater BMPs.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Store and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or when they are not in use.
- ❑ Use (but don't overuse) reclaimed water for dust control.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, County, State and Federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. A plastic liner is recommended to prevent leaks. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure they are in good working order. Check frequently for leaks.
- ❑ Dispose of all wastes and demolition debris properly. Recycle materials and wastes that can be recycled, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation.
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.
- ❑ Keep site free of litter (e.g. lunch items, cigarette butts).
- ❑ Prevent litter from uncovered loads by covering loads that are being transported to and from site.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- ❑ Designate an area of the construction site, well away from streams or storm drain inlets and fitted with appropriate BMPs, for auto and equipment parking, and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment, and do not use diesel oil to lubricate equipment or parts onsite.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up leaks, drips and other spills immediately and dispose of cleanup materials properly.
- ❑ Use dry cleanup methods whenever possible (absorbent materials, cat litter and/or rags).
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. If the spill poses a significant hazard to human health and safety, property or the environment, you must report it to the State Office of Emergency Services. (800) 852-7550 (24 hours).

Earthmoving



Grading and Earthwork

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, drainage courses and streams by installing and maintaining appropriate BMPs (i.e. silt fences, gravel bags, fiber rolls, temporary swales, etc.).
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells.
 - Buried barrels, debris, or trash.
- ❑ If the above conditions are observed, document any signs of potential contamination and clearly mark them so they are not disturbed by construction activities.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Concrete Management and Dewatering



Concrete Management

- ❑ Store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Store materials off the ground, on pallets. Protect dry materials from wind.
- ❑ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area, (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) block any storm drain inlets and vacuum washwater from the gutter. If possible, sweep first.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area onsite, where the water will flow into a temporary waste pit, and make sure wash water does not leach into the underlying soil. (See CASQA Construction BMP Handbook for properly designed concrete washouts.)

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible, send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer, call your local wastewater treatment plant.
- ❑ Divert run-out water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Paving/Asphalt Work



Paving

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ❑ Collect and recycle or properly dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect storm drain inlets during saw cutting.
- ❑ If saw cut slurry enters a catch basin, clean it up immediately.
- ❑ Shovel or vacuum saw cut slurry deposits and remove from the site. When making saw cuts, use as little water as possible. Sweep up, and properly dispose of all residues.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Sweep up or collect paint chips and dust from non-hazardous dry stripping and sand blasting into plastic drop cloths and dispose of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.



**Santa Clara Valley
Urban Runoff
Pollution Prevention Program**

Storm drain polluters may be liable for fines of up to \$10,000 per day!

GREAT AMERICA PKW AND TASMAN DR

SANTA CLARA, CA

BLUEPRINT FOR A CLEAN BAY

MENLO EQUITIES

C13.0

vision
function
space
culture
ideas
experience

RMW
architecture & interiors
listen
build
speak
learn



1 FOR STORMWATER TREATMENT REFER TO CIVIL PLANS
2 CLEARANCES FROM UTILITY LINES
10' SEWERS
5' ELECTRICITY/GAS
5' WATER (WITH ROOT BARRIER)
10' WATER (WITHOUT ROOT BARRIER)

[illegible]

L1

RMW

VIRTUAL COMMUNITY MEETING

2901 TASMAN DRIVE

TUESDAY, JUNE 16TH AT 5PM

Menlo Equities invites you to participate in a virtual public community meeting to discuss a proposed office redevelopment on the 10.14-acre block at the northwest corner of Tasman Drive and Great America Parkway. The block is a prominent “gateway” corner within the City of Santa Clara, close to Levi Stadium and adjacent to the Old Ironsides VTA Light Rail Station. Project includes General Plan Amendment from Low Intensity Office to High Intensity Office and Rezoning from Light Industrial (ML) to Planned Development (PD) to demolish four existing 2-story buildings, and construct a new 12-story office building, a new 2-story amenity building, and a new 8-story parking structure. Our design is geared towards the needs of technology companies seeking a single headquarters location. At the meeting we will present our proposed project and City Staff will be available to answer questions and receive public feedback.

Additional project information is on the City Website:

<https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/366/2571>

City Contact: Ela Kerachian, Associate Planner, EKerachian@SantaClaraCA.gov

Applicant Contact: Jane Vaughan, Development Partner Menlo Equities,
vaughan@menloequities.com

Zoom Information: URL: <https://menloequities.zoom.us/j/97367515671>
Meeting ID: [973-6751-5671](https://menloequities.zoom.us/j/97367515671)
Dial in: [301 715 8592](https://menloequities.zoom.us/j/97367515671)





Agenda Report

20-708

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Resolution for an Exception to the 180 Day Waiting Period To Appoint A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) [Council Pillar: Manage Strategically Our Workforce Capacity and Resources]

BACKGROUND

Generally, the Public Employment Retirement Law (PERL) requires that retired annuitants serve a 180-day wait period before working in a retired annuitant position. However, the PERL also provides for exceptions to this waiting period if certain criteria are met and the governing body of the public agency adopts a non-consent calendar resolution at a public meeting approving the appointment as a critically needed position before the 180 days has passed. The adoption of the resolution allows the employer to hire a retired annuitant to perform work of a limited duration, such as specialized work and limited term complex projects.

There are two types of post-retirement appointments possible under Govt. Code Section 7522.56: 1) Extra help retired annuitants hired to perform work of limited duration such as special projects (Govt. Code Section 21224); and 2) Appointment to a vacant position on an interim basis while a permanent replacement is being recruited (an active recruitment must be in place for this type of appointment, and the appointment must end when the replacement is hired, Govt. Code Section 21221(h)).

DISCUSSION

Randy Piotrowski was a Principal Financial Analyst in the Finance Department, and he was responsible for the treasury function. He retired with the City on September 1, 2020, and the City would like to rehire him to assist with onboarding a new Banking Partner and Investment Manager. The City recently procured a new Banking Partner and Investment Manager and Mr. Piotrowski's vast institutional knowledge and extensive experience in treasury and investment services will greatly assist City staff with these pending projects and the Department's strategic plan and its implementation.

Mr. Piotrowski will be appointed to a limited term as-needed consultant position as a retired annuitant. This position will perform duties comparable to the Accounting Division Manager classification. This position will provide critical planning and strategic consultation to the City as it relates to banking and investment management. Mr. Piotrowski will work with the team to transition the City's General Banking, Merchant Card Processing, and Commercial Card to a new bank (JPMorgan Chase) starting in October 2020. He will assist in establishing banking and merchant card processing policies and procedures. He will also be the primary project manager in managing the transition of the City's in-house investment services to an external investment firm and setting portfolio criteria for it. He will not participate in day-to-day administrative oversight of his former

position. This employment arrangement would fall under the type 1 appointment (Govt. Code Section 21224) as Mr. Piotrowski will be providing consulting services to assist with limited duration special projects.

The recommended action would certify that the appointment of Mr. Piotrowski meets the requirements as defined in Govt. Code Sections 7522.56 and 21224, specifically:

1. Appointment is necessary to perform critically needed duties prior to the expiration of the 180-day wait period;
2. Mr. Piotrowski has not received a Golden Handshake or any other form of retirement-related incentive;
3. Adoption of resolution was not placed on consent calendar;
4. Employment will be limited to 960 hours/fiscal year; and
5. Compensation will be within the posted salary range in the publicly available salary schedule.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The Public Employees’ Pension Reform Act (PEPRA) sets forth limitations for compensating retired annuitants. All retirees must be paid hourly, at no less than the minimum, nor more than the maximum, paid to employees doing similar work. Based on the CalPERS formula for setting retired annuitant pay rates, Mr. Piotrowski will be paid at the hourly rate for as-needed consultant position of \$96.10. Retirees also do not receive any benefits. Sufficient appropriations are available in the General Fund Finance Department to fund this special project assignment. This temporary extra help assignment will not exceed 960 hours per fiscal year, for a total maximum amount of approximately \$92,256.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt the attached Resolution to permit the City’s Principal Financial Analyst to provide valuable service to the City post-retirement but within the first 180 days of his retirement; or
2. Direct Staff to return with other options.

RECOMMENDATION

Alternative 1: Adopt the attached Resolution for an Exception to the 180 Day Waiting Period To Appoint A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224).

Reviewed by: Aracely Azevedo, Director of Human Resources

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution for an Exception to the 180 Day Waiting Period To Appoint A Retired Annuitant To Serve as Temporary Extra Help
2. Randy Piotrowski Offer Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
FOR EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A
RETIRED ANNUITANT AS A TEMPORARY EXTRA HELP
EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND
21224)**

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

WHEREAS, in compliance with Government Code section 7522.56 the City of Santa Clara must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date;

WHEREAS, Randy Piotrowski (CalPERS ID 7066936984) retired from the City of Santa Clara in the position of Principal Financial Analyst, effective September 1, 2020;

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is February 28, 2021, without this certification resolution;

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive;

WHEREAS, the City of Santa Clara and Randy Piotrowski certify that Randy Piotrowski has not and will not receive a Golden Handshake or any other retirement-related incentive;

WHEREAS, the City of Santa Clara hereby appoints Randy Piotrowski as an extra help retired annuitant to perform the critically needed duties of Consultant for the City of Santa Clara under Government Code section 21224, effective October 14, 2020;

WHEREAS, the entire employment agreement, contract or appointment document between the City of Santa Clara and Randy Piotrowski has been reviewed by this body and is attached herein;

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar;

WHEREAS, the employment shall be limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, effective April 19, 2020, the maximum monthly base salary for the Consultant position is \$30,333 and the hourly equivalent is \$175.00, and the minimum monthly base salary for this position is \$4,373 and the hourly equivalent is \$25.23;

WHEREAS, the hourly rate paid to Randy Piotrowski will be \$96.10; and

WHEREAS, Randy Piotrowski has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

1. The City of Santa Clara hereby certifies the appointment of Randy Piotrowski and that this appointment is necessary to fill the critically needed position of Consultant for the City of Santa Clara by October 14, 2020. The retired annuitant was the former Principal Financial Analyst for the City of Santa Clara and will be rehired performing the comparable duties of the Accounting Division Manager classification. Prior to his retirement, the annuitant was responsible for performing day to day treasury functions, such as investing, managing banking relationships and the City's liquidity needs. The City recently procured a new Banking Partner and Investment Manager and would like to rehire Mr. Piotrowski's as an extra help consultant under a Division Manager role to oversee and manage the transition projects. Mr. Piotrowski will provide critical planning and strategic consultation to the City as it relates to onboarding a new banking and investment management and will work with City staff to transition the City's Investment Manger Services, General Banking, Merchant Card Processing, and Commercial Card to a new investment and banking partner. Mr. Piotrowski will not be providing day to day administration or oversight of his former duties.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING
THEREOF HELD ON THE ____ DAY OF _____, 2020, 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. Randy Piotrowski Offer Letter



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

Human Resources

October 14, 2020

Randy Piotrowski
[REDACTED]
[REDACTED]

Dear Randy:

Congratulations! This is to confirm our offer of employment for the as-needed position of Consultant in the Finance Department with the City of Santa Clara. This appointment is pursuant to the City Council Resolution for Exception to the 180-Day Waiting Period to Hire a Retired Annuitant as a Temporary Extra Help Employee (Government Code Section 7522.56 and 21224).

Below are a few key provisions for your offer of employment:

- **Effective Date:** October 14, 2020
- **Salary:** As approved by the resolution, your hourly pay rate is \$96.10 per hour.
- **Employment Status:** As-needed employment is not to be considered permanent. Under CalPERS regulations and the City of Santa Clara practices, as-needed rehired annuitants are not permitted to work more than 960 hours per fiscal year (July 1 through June 30). If you reach 960 hours during the fiscal year, your assignment will end. If you have been previously employed by a CalPERS employer and have funds on deposit with CalPERS, you will be enrolled in CalPERS and Social Security upon your first date of as-needed employment with the City of Santa Clara.
- **New Hire Orientation:** New hire orientation will be conducted via Zoom. All employees are required to show documentation which proves their identity and their eligibility to work in the United States. A list of acceptable documentation can be found at <http://uscis.gov/i-9-central/acceptable-documents>. **Please bring I-9 employment verification identification with you on your first day of employment; original documents are required.**

Please sign and date this offer letter and return it to me by October 14, 2020. If you have questions, please contact the Human Resources Department at (408) 615-2080.

Sincerely,
[REDACTED]

Ashley Lancaster
Human Resources Division Manager

I accept the terms and conditions of my employment with the City of Santa Clara.

Randy Piotrowski

Date

cc: Linh Lam, Assistant Director of Finance



Agenda Report

20-737

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on a Resolution of the City Council of the City of Santa Clara Regarding Unclaimed Special Assessment District Funds and Related Budget Amendment [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City has historically formed special assessment districts to finance the construction of public improvements and public utility infrastructure in primarily commercial and industrial developments through the issuance of bonds. These improvements include streets, sidewalks, lighting, and utilities. Capital improvements in a special assessment district provide a special benefit to parcels in the district and, thus, are paid for by benefitting property owners.

DISCUSSION

Finance staff reviewed various funds associated with all of the City's special assessment districts and identified 39 expired funds and special assessment districts with positive cash balances, including one fund related to a former redevelopment project. These districts were originally formed as long ago as 1958 and as recently as 1996. The effort involved an extensive review of the funds, a review of past Council actions and other legal guides relevant to these districts, and the development of a plan for closing out the funds. The Finance Department also entered into an engagement with Jones Hall, A Professional Law Corporation, to assist with the analysis, provide legal guidance, and draft the accompanying resolution.

All improvements to be financed by these districts have been completed, the City no longer levies assessments within any of these districts, and any debt secured by the assessments levied within these districts has been retired. In some cases, the Council has taken prior actions declaring residual fund balances with regard to certain of these districts to be surplus.

Due to the passage of time since these districts became inactive and the purposes of these districts were accomplished, staff recommends treating the remaining fund balances as unclaimed funds under California Government Code Section 50050. This section provides that money that is not the property of the City, and that remains unclaimed for a period of at least three years after the funds come into the possession of the City, becomes the property of the City after notice has been published once a week for two successive weeks in a newspaper of general circulation (and such money still remains unclaimed after the publication). Public notices were published on August 26 and September 2, 2020.

The total amount of unclaimed funds for the 39 expired districts is \$3,949,696 as of June 1, 2020. It should be noted that June 1, 2020 was used as the primary reporting date for the balances referred to above. Fund balances may include additional interest earnings until the time of disposition.

ENVIRONMENTAL REVIEW

Not a project per 14 CCR §15378(b)(4) in that it is a government fiscal activity, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment

FISCAL IMPACT

Surplus funds related to the expired special assessment districts have been identified in the amount of \$3,949,696 as of June 1, 2020. It should be noted that June 1, 2020 was used as the primary reporting date for the balances referred to above and throughout this report. Fund balances will include additional interest earnings until the time of disposition.

A budget action to recognize \$3.8 million of the \$3.95 million surplus funds was incorporated into the Fall 2020 General Fund budget rebalancing actions to be considered separately by the City Council on RTC 20-704. This left a balance to address any potential claims for the surplus funds. The budget actions recommended in this memorandum recognize the remaining surplus funds of \$149,646 and allocate these funds to the Budget Stabilization Reserve (\$141,196) and to the Finance Department to cover costs associated with the close-out of the funds (\$8,500).

**Budget Amendment
FY 2020/2021**

	Current	Increase/ (Decrease)	Revised
General Fund			
Revenue			
Other Revenue	\$4,150,000	\$149,696	\$4,299,696
Expenditures			
Finance Department	\$16,216,074	\$8,500	\$16,224,574
Reserves			
Budget Stabilization Reserve	\$57,492,875	\$141,196	\$57,634,091

COORDINATION

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

PUBLIC CONTACT

As discussed above, public notices were published on August 26 and September 2, 2020 in the Santa Clara Weekly newspaper. Public contact was also 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. Adopt a resolution regarding unclaimed special assessment district funds as detailed in Exhibit A to the resolution and approve the transfer of these funds to the General Fund for unrestricted use; and
2. Approve the FY 2020/21 budget amendments in the General Fund to recognize Other Revenue of \$149,696, to increase the Budget Stabilization Reserve by \$141,196, and to increase the Finance Department appropriation by \$8,500.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Regarding Unclaimed Special Assessment District Funds

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
REGARDING UNCLAIMED SPECIAL ASSESSMENT DISTRICT
FUNDS**

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

WHEREAS, the City of Santa Clara (the “City”) currently maintains fund balances for previously formed special assessment districts listed on Exhibit A hereto (the “Former Districts”);

WHEREAS, all improvements to be financed by the Former Districts have been completed, the City no longer levies assessments within any of the Former Districts, and any debt secured by the assessments levied within the Former District has been retired;

WHEREAS, by prior actions taken in accordance with the applicable provisions of the California Streets & Highways Code (the “Assessment Law”), the City Council has declared residual balances in certain of the Former Districts to be surplus;

WHEREAS, the unclaimed funds related to the Former Districts are set forth in Exhibit A hereto, and are in the total amount of \$3,949,695.96;

WHEREAS, California Government Code Section 50050 provides that money that is not the property of the City that remains unclaimed for three years is the property of the City after notice has been published once a week for two successive weeks in a newspaper of general circulation and such money is not claimed or if no verified complaint is filed and served;

WHEREAS, California Government Code Section 50051 provides that the money will become the property of the City on a date not less than 45 days nor more than 60 days after the first publication of the notice;

WHEREAS, the City has caused notice to be published in the Santa Clara Weekly on August 26, 2020 and September 2, 2020, in satisfaction of the requirements of California Government Code Section 50051;

WHEREAS, as of October 10, 2020, that date that is 45 days after the date of first publication of the notice, no person has filed a claim or filed and served a verified complaint;

WHEREAS, the \$3,949,695.96 became the property of the City on October 10, 2020, and is presently deposited in the respective funds and accounts relating to the Former Districts; and,

WHEREAS, California Government Code Section 50053 provides that when unclaimed money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to the general fund.

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

1. Findings. The City Council hereby finds and determines that the foregoing recitals are true and correct.
2. Unclaimed Funds. Pursuant to California Government Code Section 50053 and the applicable provisions of the Assessment Law, the unclaimed \$3,949,695.96 which has become the property of the City shall immediately be deposited into the City's general fund. After these transfers, each fund or account for each of the Former Districts shall be closed.
3. Official Actions. The Director of Finance and the Assistant Director of Finance are each authorized and directed to take any actions necessary or appropriate in order to consummate the actions contemplated by this Resolution.
4. 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.

5. Effective Date. This Resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 13TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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

Attachments incorporated by reference:

1. Exhibit A – Former Districts and Unclaimed Funds

**EXHIBIT A
FORMER DISTRICTS AND UNCLAIMED FUNDS**

Year/Project Number	District Name/Description	Amount
65-119	De La Cruz Blvd.	\$1,425.70
65-121	Granada Ave.	\$1,049.82
66-128	Keystone Ave.	\$558.65
67-130	Swan Lane	\$2,446.23
67-131	Thomas Rd.	\$3,724.64
68-132	Space Industrial	\$1,364.06
70-146	San Tomas Industrial Park Unit 2	\$87.48
70-144	Shulman Ave. Extension	\$385.53
70-148	San Tomas Industrial Park Unit 4	\$2,611.96
71-152	Helen Ave.	\$46.20
74-159	S.C. Central Bus Park	\$74.85
74-160	Woodhams Rd.	\$1,138.15
73-165	San Tomas V #165	\$1,617.99
74-164	Victor Street	\$2,646.26
74-166	Kifer-Walsh #166	\$12,183.04
75-153	Winchester Boulevard #153	\$68.96
67-127	Walsh Assessment District	\$80.47
64-118	Industrial Area	\$2,606.81
81-178	Warburton Ave. #178	\$1,140.18
81-179	Agnew Village #179	\$263,696.83
1988-1	Traffic Mitigation 1988-1 Div 2	\$967,479.59
None	Bayshore N. Redevelopment	\$558,099.14
68-136	Shulman Ave.	\$7,985.86
72-154	Lafayette Industrial Park	\$32,892.39
74-163, 163A/B	Bayshore N. #163	\$50,359.89
74-161 A/B	Oakmead Business Park	\$32,627.85
74-167	Santa Clara Bowers Bus Park #1	\$50,715.28
75-170/170A	Marriott Park #170 & #170A	\$28,120.41
77-171	Oakmead Unit 3 #171	\$180,496.36
77-174	Marriott Park #2 #174	\$324,542.96
79-175	Sixth St Improvement #175	\$112.76
65-114	Scott Blvd (Kifer To Martin)	\$10,583.43
58-101	El Camino Real Storm Drain	\$24,362.06
66-129	El Camino Real Street	\$17,212.93
81-180	N. Winchester Pruneridge #180	\$25,352.89
None	S C Convention Center Complex	\$103.45
86-185	Mill Creek Imp Project #185	\$411,612.43
86-186	S C Convention Center #186	\$23,678.46
96-187	Mission College/Mercado	\$904,404.01



Agenda Report

20-755

Agenda Date: 10/13/2020

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Authority Bills and Claims for the Months of May through August 2020 [Board Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION

On April 30, 2019, the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

Significant expenses in May 2020 include:

- Payment totaling \$676,000.00 to Forty Niners Stadium Management Co, LLC for May Stadium Manager expenses:
 - \$266,000.00 for May 2020 Stadium Manager Expenses - Utilities
 - \$86,000.00 for May 2020 Stadium Manager Expenses - Insurance
 - \$202,000.00 for May 2020 Stadium Manager Expenses - SBL Sales
 - \$122,000.00 for May 2020 Stadium Manager Expenses - G&A/Lender Fees
- Payments totaling \$150,376.56 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
- Payments totaling \$12,266.01 to J.S. Held LLC for audit services
- Payment totaling \$3,920.00 to Wilson Ihrig for noise monitoring services

Significant expenses in June 2020 include:

- Payments totaling \$232,259.03 to the City of Santa Clara for the following:
 - \$146,938.79 for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
 - \$84,593.65 for reimbursement of Stadium Authority expenses
 - \$726.59 for reimbursement of CFP Costs for April 2020
- Payment totaling \$742,950.07 to Forty Niners SC Stadium Co, LLC for the following:
 - \$362,110.62 for CFD Advance Payment - Interest
 - \$380,839.45 for CFD Advance Payment - Principal
- Payment totaling \$653,000.00 to Forty Niners Stadium Management Co, LLC include:
 - \$266,000.00 for June 2020 Stadium Manager Expenses - Utilities
 - \$184,000.00 for June 2020 Stadium Manager Expenses - Insurance
 - \$203,000.00 for June 2020 Stadium Manager Expenses - SBL Sales
- Payments totaling \$63,911.67 to J.S. Held LLC for audit services
- Payment totaling \$7,926.00 to Wilson Ihrig for noise monitoring services

Significant expenses in July 2020 include:

- Payments totaling \$456,968.71 to the City of Santa Clara for the following:
 - \$66,493.21 for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
 - \$390,000.00 for annual Ground Lease Rent payment.
 - \$475.50 for Special Liabilities Claims for Q1 ending 6/30/2020
- Payment totaling \$1,222,000.00 to Forty Niners Stadium Management Co, LLC include:
 - \$266,000.00 for July 2020 Stadium Manager Expenses - Utilities
 - \$754,000.00 for July 2020 Stadium Manager Expenses - Insurance
 - \$202,000.00 for July 2020 Stadium Manager Expenses - SBL Sales
- Payment totaling \$8,976.00 to Santa Clara Weekly for Public Hearing Notice

Significant expenses in August 2020 include:

- Payments totaling \$57,669.85 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
- Payment totaling \$985,000.00 to Forty Niners Stadium Management Co, LLC for August 2020 Stadium Manager Expenses - Insurance

- Payment totaling \$12,416.30 to Conexwest for CapEx Project: Storage Conex Garage for Apparatus
- Payment totaling \$16,805.28 to Gladiator Solutions Inc. for CapEx Project: Stadium Personal Protective Equipment
- Payments totaling \$64,962.48 for the following:
 - \$13,048.72 for CapEx Project: Stadium Personal Protective Equipment
 - \$51,913.76 for CapEx Project: Heavy Lift Kit
- Payment totaling \$7,772.56 for CapEx Project: Stadium Personal Protective Equipment
- Payment totaling \$5,080.56 for CapEx Project: Stadium Vehicle Upfits

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is a \$5,383,539.13 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel’s Office.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for May 2020 through August 2020.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. May 2020 SCSA Bills and Claims
2. June 2020 SCSA Bills and Claims
3. July 2020 SCSA Bills and Claims
4. August 2020 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of May 2020

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
5/12/2020	Forty Niners Stadium Management Co, LLC	SLS-041520-A	May 20 Std Mgr - Utilities	Operating	266,000.00	
5/12/2020	Forty Niners Stadium Management Co, LLC	SLS-041520-A	May 20 Std Mgr - Insurance	Operating	86,000.00	
5/12/2020	Forty Niners Stadium Management Co, LLC	SLS-041520-A	May 20 Std Mgr - SBL Sales	Operating	202,000.00	
5/12/2020	Forty Niners Stadium Management Co, LLC	SLS-041520-A	May 20 Std Mgr - Other G&A/Lender Fees	Operating	122,000.00	
			Forty Niners Stadium Management Co, LLC Subtotal			676,000.00
5/15/2020	Bank of America	N/A	Apr 2020 bank fees acct 0444	Operating	698.67	
5/15/2020	Bank of America	N/A	Apr 2020 bank fees acct 0425	Operating	65.91	
5/15/2020	Bank of America	N/A	Apr 2020 bank fees acct 6280	Operating	42.64	
			Bank of America Subtotal			807.22
5/6/2020	City of Santa Clara	N/A	B2006 SCSA Admin Payroll Costs	Operating	57,098.21	
5/13/2020	City of Santa Clara	N/A	B2007 SCSA Admin Payroll Costs	Operating	36,709.50	
5/28/2020	City of Santa Clara	N/A	B2008 SCSA Admin Payroll Costs	Operating	28,295.57	
5/28/2020	City of Santa Clara	N/A	B2009 SCSA Admin Payroll Costs	Operating	28,273.28	
			City of Santa Clara Subtotal			150,376.56
5/26/20	J.S. Held LLC	1096774	Feb 2020 Audit Svcs	Operating	10,589.13	
5/26/20	J.S. Held LLC	1111631	Jan/Feb 2020 Audit Svcs	Operating	1,676.88	
			J.S. Held LLC Subtotal			12,266.01
5/22/20	Wilson Ihrig	16125N30	Feb 2020 Noise Monitoring	Operating		3,920.00
May 2020 Total					\$	<u>843,369.79</u>

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of June 2020

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
6/15/2020	Bank of America	N/A	May 2020 bank fees acct 0444	Operating	704.27	
6/15/2020	Bank of America	N/A	May 2020 bank fees acct 0425	Operating	67.57	
6/15/2020	Bank of America	N/A	May 2020 bank fees acct 6280	Operating	32.43	
			Bank of America Subtotal			804.27
6/1/2020	City of Santa Clara	N/A	B2010 SCSA Admin Payroll Costs	Operating	37,007.36	
6/3/2020	City of Santa Clara	N/A	B2011 SCSA Admin Payroll Costs	Operating	40,976.05	
6/11/2020	City of Santa Clara	N/A	B2012 SCSA Admin Payroll Costs	Operating	36,928.75	
6/26/2020	City of Santa Clara	N/A	B2013 SCSA Admin Payroll Costs	Operating	32,026.63	
6/1/2020	City of Santa Clara	N/A	Reimburse City of Santa Clara for G&A Costs	Operating	48,709.59	
6/1/2020	City of Santa Clara	N/A	Reimburse City of Santa Clara for CapEx Costs	Operating	35,884.06	
6/22/2020	City of Santa Clara	90348	CSC Inv. 90348 - CFP Apr 2020	Operating	726.59	
			City of Santa Clara Subtotal			232,259.03
6/19/2020	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance payment - Interest	Debt Service	362,110.62	
6/19/2020	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance payment - Principal	Debt Service	380,839.45	
			Forty Niners SC Stadium Co, LLC Subtotal			742,950.07
6/26/2020	Forty Niners Stadium Management Co, LLC	SLS-23089	Jun 20 Std Mgr - Utilities	Operating	266,000.00	
6/26/2020	Forty Niners Stadium Management Co, LLC	SLS-23089	Jun 20 Std Mgr - Insurance	Operating	184,000.00	
6/26/2020	Forty Niners Stadium Management Co, LLC	SLS-23089	Jun 20 Std Mgr - SBL Sales	Operating	203,000.00	
			Forty Niners Stadium Management Co, LLC Subtotal			653,000.00
6/3/2020	J.S. Held LLC	1105481	Mar 2020 Audit Svcs	Operating	29,308.17	
6/3/2020	J.S. Held LLC	1113215	Apr 2020 Audit Svcs	Operating	30,340.92	
6/18/2020	J.S. Held LLC	1120867	Apr - Jun 2020 Audit Svcs	Operating	4,262.58	
			J.S. Held LLC Subtotal			63,911.67
6/18/2020	Wilson Ihrig	16125N31	Mar & Apr 2020 - Noise Monitoring	Operating		7,926.00
			June 2020 Total			<u>\$ 1,700,851.04</u>

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of July 2020

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
7/15/2020	Bank of America	N/A	June 2020 bank fees acct 0444	Operating	701.11	
7/15/2020	Bank of America	N/A	June 2020 bank fees acct 0425	Operating	67.57	
7/15/2020	Bank of America	N/A	June 2020 bank fees acct 6280	Operating	83.35	
			Bank of America Subtotal			852.03
7/20/2020	City of Santa Clara	N/A	FY2020-21 Ground Lease Rent	Operating	390,000.00	
7/31/2020	City of Santa Clara	N/A	B2014 SCSA Admin Payroll Costs	Operating	33,750.26	
7/31/2020	City of Santa Clara	N/A	B2015 SCSA Admin Payroll Costs	Operating	32,742.95	
7/31/2020	City of Santa Clara	90543	CSC Inv. 90543 - Special Liability Claims FY2020-21 Q1	Operating	475.50	
			City of Santa Clara Subtotal			456,968.71
7/8/2020	Forty Niners Stadium Management Co, LLC	SLS-23092	July 20 Std Mgr - Utilities	Operating	266,000.00	
7/8/2020	Forty Niners Stadium Management Co, LLC	SLS-23092	July 20 Std Mgr - Insurance	Operating	754,000.00	
7/8/2020	Forty Niners Stadium Management Co, LLC	SLS-23092	July 20 Std Mgr - SBL Sales	Operating	202,000.00	
			Forty Niners Stadium Management Co, LLC Subtotal			1,222,000.00
7/31/2020	Santa Clara Weekly	1244581	Public Hearing Notice	Operating		8,976.00
			July 2020 Total			<u>\$ 1,688,796.74</u>

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of August 2020

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
8/17/2020	Bank of America	N/A	July 2020 bank fees acct 0444	Operating	699.01	
8/17/2020	Bank of America	N/A	July 2020 bank fees acct 0425	Operating	67.57	
8/17/2020	Bank of America	N/A	July 2020 bank fees acct 6280	Operating	47.95	
			Bank of America Subtotal			814.53
8/12/2020	City of Santa Clara	N/A	B2016 SCSA Admin Payroll Costs	Operating	29,065.85	
8/21/2020	City of Santa Clara	N/A	B2017 SCSA Admin Payroll Costs	Operating	28,604.00	
			City of Santa Clara Subtotal			57,669.85
8/26/2020	Forty Niners Stadium Management Co, LLC	SLS-23095	Aug 20 Std Mgr - Insurance	Operating		985,000.00
8/12/2020	Conexwest	INV-052178	CapEx Proj - Storage Conex	CapEx		12,416.30
8/12/2020	Gladiator Solutions Inc.	GS-SCFD-001	CapEx Proj - Stadium PPE	CapEx		16,805.28
8/12/2020	LN Curtis & Sons	INV573329	CapEx Proj - Stadium PPE	CapEx	13,048.72	
8/12/2020	LN Curtis & Sons	PINV576498	CapEx Proj - Heavy Lift Kit	CapEx	51,913.76	
			LN Curtis & Sons Subtotal			64,962.48
8/12/2020	Blue Line Innovations, LLC	12074	CapEx Proj - Stadium PPE	CapEx		7,772.56
8/12/2020	Wiedman Bros Distributing Co.	W42168	CapEx Proj - Vehicle Upfits	CapEx		5,080.56
			August 2020 Total			<u>\$ 1,150,521.56</u>



Agenda Report

20-762

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Aspen Environmental Group to Provide As-needed Electric Rate and Fee Analysis Consultant Services [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

Silicon Valley Power (SVP) requires a consultant to provide as-needed Electric Fee and Rate Analysis Services. The required services include, but are not limited to, applying rate schedules and developing fees in complex configurations, typically involving service to SVP's largest customers; resolving unique billing and meter issues; monitoring market developments that may affect SVP's cost, rate structure or rate levels, and preparing rate-related analyses, reports and presentations.

Since November 2019, SVP has leveraged a cooperative agreement established by the Northern California Power Association (NCPA). The agreement was solicited on behalf of all of its members and provides integrated energy analysis and planning services. The NCPA agreement will expire on October 31, 2020. It is important to have an agreement in place as SVP has an ongoing need for rate and fee analysis services. Additionally, the department prefers to manage a contract directly rather than utilize a cooperative agreement.

DISCUSSION

In June 2020, the City issued a Statement of Qualifications (SOQ) for as-needed electric rate and fee analysis consultant services, using the City's e-procurement system. A total of 72 companies viewed the SOQ and the City received proposals from five companies:

- Aspen Environmental Group (Sacramento, CA)
- Energy and Environmental Economics, Inc. (San Francisco, CA)
- GDS Associates, Inc., dba EES Consulting (Marietta, GA)
- TriStem Ltd. (Robinson, TX)
- United Financial Solutions, LLC (Holland, MI)

Evaluation: A three-member evaluation team was formed to evaluate the proposals. Each team member independently evaluated and scored the proposals.

Proposal Responsiveness: Staff determined all proposals were responsive and met the initial pass/fail review of the stated minimum qualifications.

Firm Qualifications (20% weight): The qualifications of each proposer were evaluated, including their approach to providing electric rate and fee analysis services.

Staff Qualifications (20% weight): The panel evaluated the relevant professional and educational backgrounds of each proposer's key staff.

Experience (35% weight): Each proposer's experience was considered including number of years providing electric rate and fee analysis services consultant services at agencies similar to the City of Santa Clara.

After preliminary scoring, TriStem and United Financial Services were eliminated from further consideration.

Cost (25% weight): Cost proposals from the three finalists were opened and scored at the end of the preliminary proposal evaluation.

The evaluation results are summarized in the table below.

<u>Criteria</u>	<u>Maximum Points</u>	<u>Aspen Environmental</u>	<u>Energy and Environmental</u>	<u>EES Consulting</u>
Firm Qualifications	20	18	17	16
Staff Qualifications	20	18	16	16
Experience	35	33	28	27
Cost	25	25	12	21
Total Score	100	94	73	80

Award Recommendation: Staff recommends award of Agreement to Aspen Environmental Group as the most advantageous and best value proposal per the evaluation criteria set forth in the SOQ. Their proposal met or exceeded all of the SOQ specifications, and their solution was rated superior in the following key areas:

- Broad knowledge on California electric utility rates and municipal fees;
- Previous experience with other utilities in the Bay area; and
- Extensive knowledge of SVP's rate schedules and fees.

References were checked with Alameda Municipal Power (Alameda, CA), Peninsula Clean Energy (Redwood City, CA), Healdsburg Electric Department (Healdsburg, CA). The references checked positive.

Notice of Intended Award: A Notice of Intended Award (NOIA) announcing the City's recommended vendor was published on August 21, 2020.

Term of Agreement: The initial term of the proposed Agreement will be for five years. After the initial term, the City may exercise up to five one-year options to extend the Agreement.

Summary of Agreement: The Agreement with Aspen Environmental Group includes provision of all labor and technical expertise to provide as-needed electric rate and fee analysis consultant services.

The initial term of the agreement will be for five years, ending October 31, 2025, with up to five one-year options to renew the agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The initial term of the proposed agreement for services with Aspen Environmental Group is for five years from November 1, 2020 through October 31, 2025 for a not-to-exceed amount of \$450,000. Funding for year one of the agreement is available in the Adopted FY 2020/21 Operating Budget, Electric Utility Fund. Funding in the out years is subject to budget appropriations and will be considered as part of the budget development process in those years.

The cost for the option years after the initial five-year term shall be based on renewal quotes from Aspen and any requests for compensation increases must be justified by the company and are subject to approval by the City and the annual appropriations of funds. Increases shall not exceed 3% escalation cap per year.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute an Agreement for Services with Aspen Environmental Group for as-needed electric rate and fee analysis consultant services, for a term starting on or about November 1, 2020 and ending on or about October 31, 2025 for a total maximum amount not-to-exceed of \$450,000, subject to the annual appropriation of funds; and
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending October 31, 2030, assuming all options are exercised, and subject to the annual appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for Services

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ASPEN ENVIRONMENTAL GROUP**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, a chartered California municipal corporation (hereinafter "City") and Aspen Environmental Group, A California Corporation (hereinafter "Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on November 1, 2020 and expire on October 31, 2025.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through October 31, 2030 ("Option Periods"). City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

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

5. QUALIFICATIONS OF CONSULTANT- STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement during the Initial Term is Four Hundred Fifty Thousand Dollars (\$450,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors

and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Aspen Environmental Group
Attention: Catherine Elder
8801 Folsom Boulevard, Suite 173
Sacramento, CA 95866
(916) 235-9390
kelder@aspeneg.com

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

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

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: _____

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"

ASPEN ENVIRONMENTAL GROUP

A California Corporation

Dated: _____

By (Signature): _____

Name: Neda Rastegar Delmont

Title: Chief Operating Officer

Principal Place of Business Address: 8801 Folsom Boulevard, Suite 173
Sacramento, CA 95866

Email Address: nrastegar@aspenerg.com

Telephone: (916) 235-9390

Fax: _____

"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

- 1.1.** Consultant shall provide as-needed rate and fee analysis consulting services.
- 1.2.** Consultant shall assist Silicon Valley Power (SVP) with applying rate schedules and developing fees in complex configurations, typically involving service to SVP's largest customers.
- 1.3.** Consultant shall assist SVP with efficiently and equitably identifying and resolving unique billing and service issues.
- 1.4.** Consultant shall assist SVP with updating rules and regulations, and monitoring market developments that may affect SVP's cost, rate structure or rate levels.
- 1.5.** Consultant shall assist SVP with rate and regulatory analysis involving natural gas service to SVP's gas-fired power plants.
- 1.6.** Consultant shall prepare rate-related written analyses, reports and presentations.
- 1.7.** Consultant shall provide advice and analysis regarding SVP's direct and indirect debt obligations, including potential changes to such obligations and any related impact to rate structures.
- 1.8.** Consultant shall attend meetings with SVP staff as required.
- 1.9.** Consultant shall perform other rate-related and ad-hoc tasks as directed.

2. REQUESTS FOR SERVICE

- 2.1.** The City shall designate one or more SVP staff members to serve as the primary point(s) of contact for Consultant.
- 2.2.** To request services, authorized SVP staff shall initiate a written service request, detailing the specific tasks, deliverables, and timeframe for completion. The authorized SVP staff shall send the written service request to the Consultant for review.
- 2.3.** Consultant shall review the service request and provide a quote for the requested services.
- 2.4.** At no time shall services begin until Consultant receives written authorization from the City.

EXHIBIT B
SCHEDULE OF FEES

1. The maximum amount of compensation to be paid to Consultant during the Initial Term shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000). The Consultant shall be compensated for services provided at the rates listed in Table B1- Hourly Rates below.

Table B1 – Hourly Rates

Position	Hourly Rate
Principal Associate	\$316/hour
Senior Consultant	\$177/hour
Senior Associate	\$166/hour
Project Controller	\$162/hour
Document Production	\$129/hour

2. Invoicing

- 2.1. Consultant shall submit to the City an invoice, in arrears, for payment for services performed, pursuant to this Agreement.
- 2.2. Each invoice shall include a breakdown of the services performed; the number of hours each Consultant employee worked (with hourly rates); and the total cost for the services provided.
- 2.3. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Consultant a written explanation of why the expense is being disputed.

3. Payment to Consultant

- 3.1. The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.
- 3.2. If there are no discrepancies or deficiencies in the submitted invoice, City shall submit payment to Consultant within thirty (30) days of the date of the invoice.

4. Renewal Period Compensation

- 4.1.** Pursuant to Section 2.B of the Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms (“Option Periods”) for ongoing as-needed rate and fee analysis services.
- 4.2.** The Consultant may request adjustments to the compensation rates prior to the start of each one-year option to renew the Agreement. The Consultant must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to City’s approval. Increases shall be tied to the appropriate CPI/PPI, and shall not exceed 3% annually.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, 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 Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants 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 Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara, Parks and Recreation Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2B of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ____ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

BRIAN DOYLE
City Attorney

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



Agenda Report

20-832

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for July 2020 and August 2020 and Approve the Related Budget Amendments [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial reports and monthly investment reports for July and August 2020 are submitted for your information. The financial reviews as of July 31, 2020 and August 31, 2020 provide a year-to-date financial update to the City Council for the current fiscal year. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

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

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

DISCUSSION

Monthly Financial Reports (Attachments 1 and 3)

The attached reports summarize the City's financial performances as of July 31, 2020 and August 31, 2020. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues were trending below budget at 1% through July 2020, largely due to the timing of payments, while Attachment 3 shows General Fund revenues at 2.5% through August 2020. In both cases, the revenues in some categories received in July and August account for activity that occurred in FY 2019/20 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Revenues are also tracking below budget due to COVID-19 impacts, and while there is limited data available, revenues are currently expected to end the year below budget as a result of these COVID-19 impacts.

As shown in Attachment 1, General Fund departmental expenditures were at 6.2% of budget through July 2020 and Attachment 3 shows departmental expenditures at 13% through August 2020. Several cost-control measures that were implemented last fiscal year remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. Expenditure savings are expected by year-end. The City offices tracked higher expenditures: City Attorney, Assistant City Clerk, and City Manager. These higher expenditures are related to:

- **Assistant City Clerk** - In August, a \$96,000 payment was made for Granicus. This payment happens every other year, so the variance appears as higher expenditure trend when compared to last year.
- **City Attorney** - Salaries and Benefits were higher due to the Council approved an additional position; thus, expenditures trending higher when compared to the prior year.
- **City Manager's Office** - Council approved the use of various funding categories in this Office to support the Small Business Assistance Grants, which reflects in this expenditure report. As these expenditures did not occur last year, they cause for a higher expenditure trend rate when compared to last year's trend.

Total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 1.5% (July 2020) and 9.8% (August 2020) of the budget, in Attachments 1 and 3, respectively. Total expenses were at 4.5% through July in Attachment 1 and 11.1% through August in Attachment 3.

In the month of July, the City received \$14,791 in donations, while the City received an additional \$11,090 in August, for total donations of \$25,881.

With the shelter-in-place and other actions residents and businesses have been taking to reduce the spread of COVID-19, economic activity in this region and throughout the country has experienced a significant decline. This is evidenced in various economic indicators, some of which have begun to show some improvement in recent months. On a national level, the unemployment rate remains high at 8.4% in August 2020. This rate, however, was well below the record setting high of 14.7% in April 2020. The drop brings the unemployment rate below the peak of the last recession a decade ago, when unemployment briefly hit 10 percent, but joblessness is still higher than the peak of many past recessions. In the second quarter 2020, the Gross Domestic Product (GDP) declined by almost 32% as a result of the COVID-19 safety precautions. This is the largest contraction ever experienced, pushing the economy into a recession.

The unemployment rate in this region continues to outperform the nation. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 7.6% in August 2020, down from a revised 9.5% in July 2020 but significantly higher than the August 2019 level of 2.7%.

Santa Clara's General Fund revenues have been significantly impacted by COVID-19 and this impact is expected to continue over the longer term based on the current economic situation. In FY 2020/21, a General Fund shortfall of almost \$23 million was addressed in the revised FY 2020/21 budget

approved in June 2020. This budget was solved on an interim basis with the use of the Budget Stabilization Reserve. Further discussion of the COVID-19 impacts and the General Fund deficit is included in Attachment 1 and Attachment 3. Additional downward revenue adjustments and budget balancing actions will be required for FY 2020/21. Rebalancing actions will be discussed as part of a separate City Council Agenda.

Monthly Investment Reports (Attachments 2 and 4)

All securities held by the City of Santa Clara as of July 31st and August 31, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for July and August 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.60% in July and 1.55% in August.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Approval of the FY 2020/21 Budget Amendments included in Attachment 5 is recommended in this report. From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. As detailed in Attachment 5, in the General Fund, the City is recognizing donations on behalf of the Fire Fighter's Foundation for the Small Business Assistance Program. Recommended actions also include the reallocation of project funds in the Streets and Highways Capital Fund to support the Pruneridge Ave - Lawrence Expwy Bicycle Lanes Improvement Project, the reallocation of Santana West Settlement Funds for the Emergency Rental Assistance Program from the Housing and Urban Development Fund to the City Affordable Housing Fund, and the moving of funds pertaining to the Related Santa Clara project under a central allocation in the Related Santa Clara Developer Fund. Attachment 5 also includes an amendment to recognize reimbursements from the Silicon Valley Animal Control Authority for information technology and fleet services provided as well as the appropriation of additional funds for accessibility training in the Certified Access Specialist (CASP) Fund.

Net Budget Change – FY 2020/21 Budget Amendments		
Fund	Source of Funds	Use of Funds
General Fund	\$5,000	\$5,000
City Affordable Housing Fund	\$1,500,000	\$1,500,000
Housing and Urban Development Fund	(\$1,500,000)	(\$1,500,000)
Expendable Trust Fund	\$47,551	\$47,551
Certified Access Specialist (CAsp) Certification and Training Fund	\$0	\$0
Related Santa Clara Developer Fund	\$2,396,001	\$2,396,001
Streets and Highways Capital Fund	\$0	\$0
Total Net Budget Change	\$2,448,552	\$2,448,552

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for July 2020 and August 2020 as presented and Approve Related Budget Amendments.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Monthly Financial Status Report July 2020
2. Monthly Investment Report July 2020
3. Monthly Financial Status Report August 2020
4. Monthly Investment Report August 2020
5. FY 2020/21 Budget Amendments



City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

July 2020

This report summarizes the City's financial performance for the month ended July 31, 2020. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2020/21 was \$286.9 million. The amended budget for revenues and expenditures was amended to \$291.4 million to reflect carryover appropriations from fiscal year 2019/20 and various budget amendments approved by the City Council through July 2020.

While it is very early in the fiscal year, General Fund revenues are currently expected to end the year below budget due to the COVID-19 impacts. When the FY 2020/21 budget was adopted, there was limited data regarding the COVID-19 impacts and significant uncertainty regarding the length and depth of the associated shutdowns. The budget did assume reductions in various categories to account for the anticipated COVID-19 impacts, with the largest reductions in the transient occupancy tax and sales tax categories. With a few months of additional data and the continued implementation of COVID-19 safety precautions, further downward adjustments are expected to be brought forward.

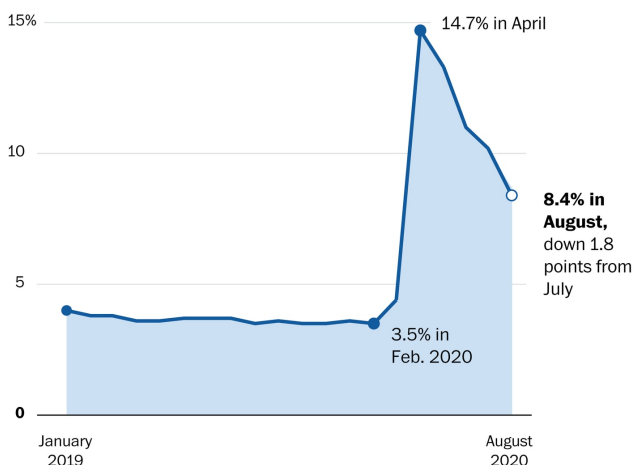
The lower collection level is expected to be partially offset by General Fund expenditure savings. Through July, expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures. Some departments have also significantly changed their operations to comply with the COVID-19 safety measures.

With the shelter-in-place and other actions residents and businesses have been taking to reduce the spread of the virus, economic activity in this region and throughout the country has experienced a significant decline. This is evidenced in various economic indicators, some of which have begun to show some improvement.

On a national level, the unemployment rate remains high at 8.4% in August 2020. This rate, however, was well below the record setting high of 14.7% in April 2020.

The drop brings the unemployment rate below the peak of the last recession a decade ago, when unemployment briefly hit 10 percent, but joblessness is still higher than the peak of many past recessions.

U.S. unemployment rate

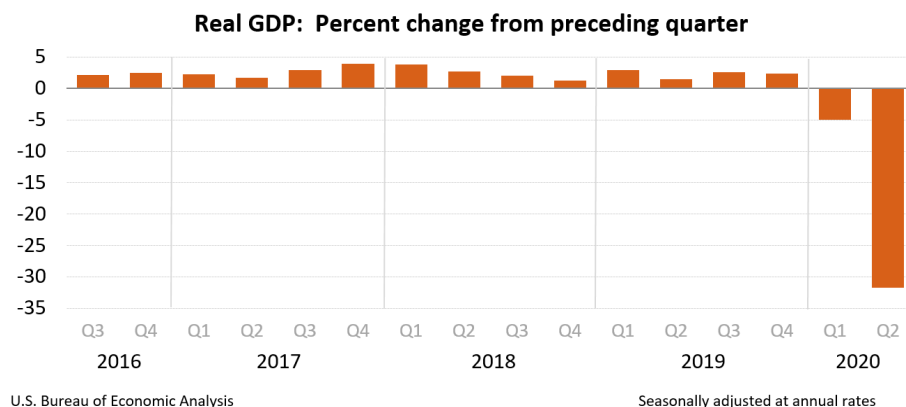


Note: Seasonally adjusted
Source: Labor Department

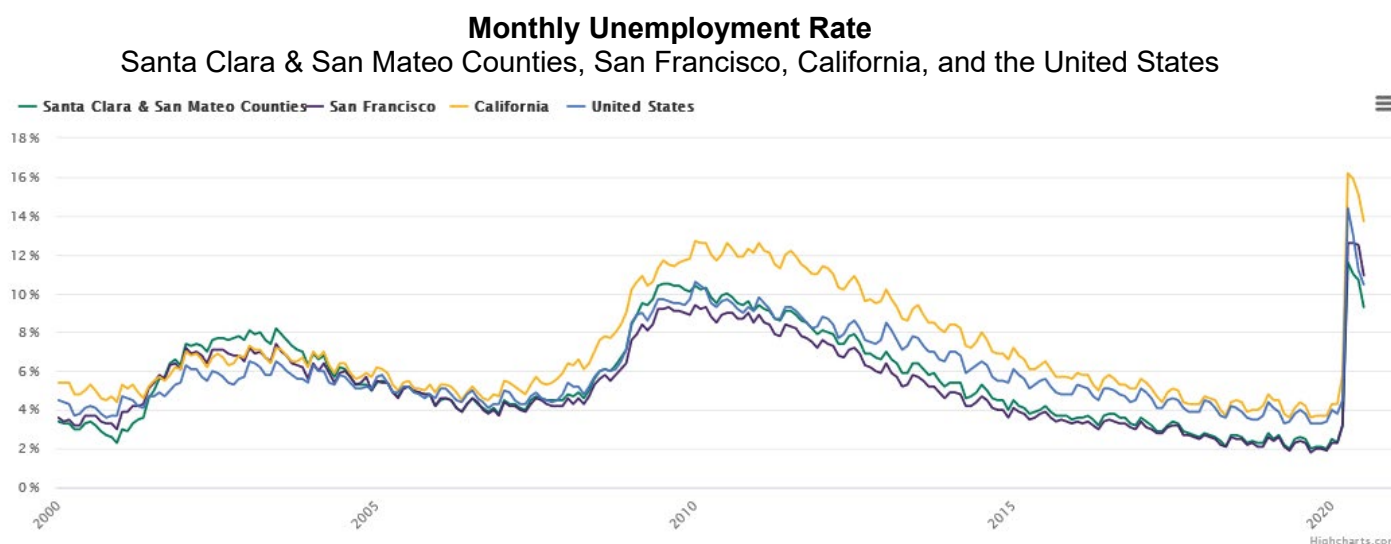
THE WASHINGTON POST

“We still have a long way to go,” said Beth Ann Bovino, chief U.S. economist for S&P Global.¹

In the second quarter 2020, the Gross Domestic Product (GDP) declined by almost 32% as a result of the COVID-19 safety precautions. This is the largest contraction ever experienced, pushing the economy into a recession. The recovery will depend on the capacity of the county to control the pandemic and avoid more waves of infection.²



Significant impacts are also expected on the State and local level. After the State’s largest increase in the unemployment rate in April 2020, the California unemployment rate has continued to improve to 13.3% by July 2020. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 9.4% in July 2020, down from a revised 10.8% in June 2020 but significantly higher than the July 2019 level of 2.8%.³



¹ <https://www.nytimes.com/live/2020/09/04/business/stock-market-today-coronavirus>

² <https://tradingeconomics.com/united-states/gdp-growth>

³ [https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

Santa Clara's General Fund revenues have been significantly impacted and this impact is expected to continue over the longer term based on the current economic situation. In FY 2020/21, a General Fund shortfall of almost \$23 million was addressed in the revised FY 2020/21 budget approved in June 2020 with the use of the Budget Stabilization Reserve. Additional downward revenue adjustments and budget balancing actions are expected to be brought forward during the year.

The City currently has \$57 million in the Budget Stabilization Reserve to address any negative balance after factoring in the use of \$22.7 million of this reserve in the FY 2020/21 budget. Staff will closely monitor the City's financial performance during this uncertain time and provide updates as part of future Monthly Financial Reports.

General Fund Revenues

As of July 31, 2020, \$2.1 million or 1.0% of the General Fund estimated revenue was received. This very low collection level through July is largely due to the timing of payments. In some categories, the revenues received in July account for activity that occurred in FY 2019/20 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Revenues were below the prior year due to a one-time settlement payment of \$5.0 million that was received last year. While there is limited data available, revenues are currently expected to end the year below budget as a result of the COVID-19 impacts as discussed below.

Financial Status Report as of July 31, 2020

**CITY OF SANTA CLARA
GENERAL FUND
REVENUES OVERVIEW AND COMPARISON BY TYPE**

Function	FISCAL YEAR 2020/21				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 7/31/2020	Percentage Received	Actual Through 7/31/2019	\$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	\$ 55,600,000	\$ 55,600,000	\$ (59,873)	-0.11%	\$ -	\$ (59,873)	N/A
Property Tax	66,982,000	66,982,000	-	0.00%	(32)	32	-100.00%
Transient Occupancy Tax	17,625,000	17,625,000	(225,789)	-1.28%	(14,341)	(211,448)	1474.43%
Other Taxes	5,938,000	5,938,000	203,263	3.42%	(198,484)	401,747	-202.41%
Total Taxes	146,145,000	146,145,000	(82,399)	-0.06%	(212,857)	130,458	-61.29%
LICENSES & PERMITS							
Business Licenses	934,000	934,000	91,148	9.76%	65,378	25,770	39.42%
Fire Operation Permits	2,375,000	2,375,000	174,292	7.34%	188,505	(14,213)	-7.54%
Building Permits	5,700,000	5,700,000	500,004	8.77%	337,238	162,766	48.26%
Electric Permits	475,000	475,000	54,058	11.38%	24,520	29,538	120.46%
Plumbing Permits	428,000	428,000	38,125	8.91%	22,239	15,886	71.43%
Mechanical Permits	380,000	380,000	38,645	10.17%	19,890	18,755	94.29%
Miscellaneous Permits	92,000	92,000	8,827	9.59%	12,003	(3,176)	-26.46%
Total Licenses & Permits	10,384,000	10,384,000	905,099	8.72%	669,773	235,326	35.14%
FINES & PENALTIES	1,570,000	1,570,000	4,978	0.32%	34,642	(29,664)	-85.63%
INTERGOVERNMENTAL	226,000	226,000	(25,079)	-11.10%	4,999,293	(5,024,372)	-100.50%
CHARGES FOR SERVICES	37,174,855	37,174,855	1,597,639	4.30%	1,452,909	144,730	9.96%
CONTRIBUTION IN LIEU	23,699,830	23,699,830	-	0.00%	-	-	N/A
USE OF MONEY & PROPERTY							
Interest	5,246,000	5,501,000	(941,418)	-17.11%	512,413	(1,453,831)	-283.72%
Rent	9,407,909	9,407,909	602,974	6.41%	663,134	(60,160)	-9.07%
Total Use of Money & Property	14,653,909	14,908,909	(338,444)	-2.27%	1,175,547	(1,513,991)	-128.79%
MISCELLANEOUS REVENUES	350,000	350,000	8,250	2.36%	31,755	(23,505)	-74.02%
LAND PROCEED	-	-	-	N/A	-	-	N/A
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,460,000	1,460,000	1,460,000	100.00%	-	1,460,000	N/A
Operating Transfer In - Reserves	38,952,083	38,952,083	38,952,083	100.00%	-	38,952,083	N/A
Operating Transfer In - Fund Balances ⁽¹⁾	-	4,273,692	4,273,692	100.00%	-	4,273,692	N/A
Operating Transfer In - Miscellaneous	2,527,419	2,547,419	2,547,419	100.00%	-	2,547,419	N/A
Total Other Financing Sources	42,939,502	47,233,194	47,233,194	100.00%	-	47,233,194	N/A
STADIUM OPERATION							
Charges for Services	9,102,263	9,102,263	24,156	0.27%	83,398	(59,242)	-71.04%
Rent and Licensing	647,500	647,500	-	0.00%	-	-	N/A
Total Stadium Operation	9,749,763	9,749,763	24,156	0.25%	83,398	(59,242)	-71.04%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 291,441,551	\$ 49,327,394	16.93%	\$ 8,234,460	\$ 41,092,934	499.04%

(1) Negative sales tax revenue resulting from accrual of revenue that has not yet been received. Revenue is anticipated in August 2020.

(2) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2020 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of July 31, 2020, no sales tax revenue has been booked. Given the timing of payments, the sales tax payments received in July accounted for activity in the prior fiscal year and those funds were accrued to last year. The negative amount shown in the table above represents a small accrual of sales tax revenue to the prior year. While no sales tax receipts are reflected through July, the City recently received information on the City's Sales Tax receipts for the second quarter of 2020. Collections in that

quarter declined 15.4% when compared to the second quarter of 2019 and reflects the first full quarter impacted by COVID-19. This follows a decline of 10.9% in the first quarter of 2020. In the second quarter of 2020, the county pool, which accounts for internet sales, was up 7.4% from the same quarter in the prior year. However, the City's portion of the pool, totaling \$2.6 million, was down 5.9% as a result of a City of San Jose online retail agreement that resulted in a larger share of internet sales allocated to that City. In the second quarter 2020, all economic sectors in Santa Clara also experienced declines when compared to the second quarter 2019, with the largest drops in the Food Products (down 47.0%), General Retail (down 46.5%), and Transportation (down 41.5%) sectors. Smaller declines were also experienced in the Construction (down 20.6%) and Business-to-Business (down 8.2%) sectors. Based on lower actual collections and the continuation of the COVID-19 safety precautions, it is anticipated that revenues may fall below the budgeted estimate of \$55.6 million by approximately \$5.0 million. Data for the third quarter 2020 will be available in November 2020.

Property Tax: No property tax receipts were received in July 2020. The majority of property tax revenue is collected in January and April each year. Based on initial information from the County of Santa Clara, property tax receipts would fall approximately \$1.0 million below the budgeted estimate of \$67.0 million if the City does not receive excess Education Revenue Augmentation Fund (ERAF) revenues in FY 2020/21 that are budgeted at \$2.0 million. Beginning in 1992, agencies have been required to reallocate a portion of property tax receipts to the ERAF, which offsets the State's General Fund contributions to school districts under Proposition 98. However, once there are sufficient funds in ERAF to fulfill obligations, the remainder is to be returned to the taxing entities that contributed to it. The State of California is challenging the calculation of the excess ERAF revenue distribution to local jurisdictions. If excess ERAF funds are received, receipts would slightly exceed the budgeted estimate. The secured property tax growth is expected to reach approximately 7.5% in FY 2020/21.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. Through July 31, 2020, no revenue has been received in this category. Similar to the sales tax, the negative year-to-date amount reflects an accrual amount. TOT has been impacted severely by COVID-19. To meet the budgeted estimate of \$17.6 million, collections would need to reach almost \$1.5 million per month. Actual collections have been tracking well below this level with monthly receipts averaging \$0.2 million in the last quarter when adjusted for the timing of payments. Assuming receipts improve from this extremely low collection level, TOT revenues may fall below the budgeted estimate by approximately \$11 million.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected \$0.2 million through July, which is 3.4% of the budgeted estimate of \$5.9 million. Receipts through July reflect franchise tax collections. This is an increase in collections compared to the same period last fiscal year, primarily due to differences in the revenue accruals. No documentary transfer tax revenue is reflected through July as the receipts received in July were accrued to the prior fiscal year. Growth of approximately 1% from the prior year is needed to meet the revenue estimate.

Licenses & Permits: Includes business licenses, building permits, and other building and planning permits and fees. Overall licenses and permits revenue collections are slightly above par and totaled

\$0.9 million, or 8.7% of the budget of \$10.4 million. These collections are 35.1% higher than the collection level experienced through the same period last fiscal year. For the building development revenues, any excess revenues over expenditures will be placed in the Building Inspection Reserve. This reserve is also available to cover any difference if revenues fall below the expenditure level.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through July of \$5,000 is lower than the prior year actual collection level of \$35,000 as a result of lower activity levels in the collection charges and library and traffic fines accounts. Given restricted activity levels as a result of COVID-19, collections in this category are anticipated to come in lower than the budgeted estimate of \$1.6 million.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through July 31, 2020, the negative balance of \$25,000 reflects an accrual of miscellaneous revenue items.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through July 31, 2020, collections totaled \$1.6 million or 4.3% of the budget. This reflects a slight increase compared to last year's collections through the same period of \$1.5 million, particularly in the fire construction permits and plan check and sign fees. However, as a result of the COVID-19 safety precautions, the revenues from various recreational activities are expected to fall well below the budget.

Contribution in Lieu: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues as contribution-in-lieu of taxes. These revenues provide funding for general government services such as public safety, public works, parks and recreation, library, and administration. Through July, no revenues have been received. Growth of 4% from the prior year is needed to meet the budgeted estimate of \$23.7 million.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled a negative \$0.3 million, reflecting an accrual in the interest accounts. The collections through July 31, 2020 are significantly lower than prior year collections primarily due to the timing of payments.

Miscellaneous Revenues: Includes various sources, such donations, damage recovery, sale of scrap, and one-time miscellaneous revenues. As of July 31, 2020, collections of \$8,250 were 74% lower than collections through the same period last fiscal year. Collections in this category can vary significantly from year to year.

Stadium Operation: The revenue for Stadium Operations totaled approximately \$24,000 through July 31, 2020, which reflects charges for services.

General Fund Expenditures

As of July 31, 2020, \$41.2 million or 14.1% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund are within budgeted levels through July. Departmental expenditures totaled \$16.1 million, or 6.2% of the budget, which is below the par level of 8.3% of the budget. Several cost-control measures that were implemented last fiscal year remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures and restricted activity levels due to COVID-19, expenditures are expected to end the year below budget.

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

Function	FISCAL YEAR 2020/21				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 7/31/2020	Percentage Used	Actual Through 7/31/2019	Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	\$ 7,849,688	\$ 8,148,783	\$ 109,810	1.35%	\$ 429,841	\$ (320,031)	-74.45%
City Council	834,241	834,241	44,081	5.28%	71,287	(27,206)	-38.16%
City Clerk	2,070,555	2,091,412	86,491	4.14%	93,338	(6,847)	-7.34%
City Manager	6,125,034	6,415,938	463,864	7.23%	379,668	84,196	22.18%
City Attorney	2,716,125	2,730,674	175,166	6.41%	162,360	12,806	7.89%
Human Resources	4,477,933	4,695,273	228,114	4.86%	307,094	(78,980)	-25.72%
Finance	17,456,419	17,951,242	1,010,036	5.63%	1,210,770	(200,734)	-16.58%
Total General Government	41,529,995	42,867,563	2,117,562	4.94%	2,654,358	(536,796)	-20.22%
PUBLIC WORKS	24,287,567	24,893,684	1,695,798	6.81%	1,746,675	(50,877)	-2.91%
COMMUNITY DEVELOPMENT	17,233,763	18,464,507	901,108	4.88%	1,103,189	(202,081)	-18.32%
PARKS AND RECREATION	22,987,124	23,738,192	1,053,894	4.44%	1,432,924	(379,030)	-26.45%
PUBLIC SAFETY							
Fire	58,731,539	59,195,497	4,146,213	7.00%	4,615,170	(468,957)	-10.16%
Police	78,033,073	78,118,360	5,498,407	7.04%	5,688,740	(190,333)	-3.35%
Total Public Safety	136,764,612	137,313,857	9,644,620	7.02%	10,303,910	(659,290)	-6.40%
LIBRARY	11,905,848	11,968,930	669,913	5.60%	749,794	(79,881)	-10.65%
DEPARTMENTAL TOTAL	254,708,909	259,246,733	16,082,895	6.20%	17,990,850	(1,907,955)	-10.61%
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	10,445	10,445	10,445	100.00%	-	10,445	N/A
Operating Transfer Out - Debt Services	2,500,344	2,500,344	2,500,344	100.00%	-	2,500,344	N/A
Operating Transfer Out - Maintenance Dtrct	990,929	990,929	990,929	100.00%	-	990,929	N/A
Operating Transfer Out - Cemetery	771,769	771,769	771,769	100.00%	-	771,769	N/A
Operating Transfer Out - CIP	19,678,672	19,678,672	19,678,672	100.00%	-	19,678,672	N/A
Operating Transfer Out - Reserves	924,654	924,654	924,654	100.00%	-	924,654	N/A
Total Other Financing Uses	24,876,813	24,876,813	24,876,813	100.00%	-	24,876,813	N/A
STADIUM OPERATION	7,307,137	7,318,006	214,616	2.93%	413,488	(198,872)	-48.10%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 291,441,552	\$ 41,174,324	14.13%	\$ 18,404,338	\$ 22,769,986	123.72%

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program. Other program expenditures not described below are within expectations.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through July 31, 2020, expenditures were \$0.1 million, or 1.4% of the budget. This low expenditure level is 74.5% below the prior fiscal year.

City Council: Through July 31, 2020, expenditures were 5.3% of the budget, which is below par for this time of year. This spend level is also 38% lower than that of last year through the same period. As a result of the cost reduction measures taken by the City in April of last fiscal year, departments, citywide, eliminated or reduced as-needed staffing. The decrease in the City Council actuals is a result of that reduction.

City Manager: The actual expenditures through July 31, 2020 were at 7% of the budget, which is close to par for this time of the year. Through the same period last fiscal year, expenditures are higher by 22%. This reflects higher spending related to the Small Business Assistance Program.

City Attorney: Actual expenditures through July totaled \$0.2 million, which is below par. Compared to last year; however, expenditures are approximately 7% higher. This reflects higher costs in the salary and benefits categories due to one additional position approved by the City Council for FY 2020/21.

City Clerk: Through July 31, 2020, actual expenditures were \$0.1 million or 4% of the budget. This is slightly lower than last year's spending through the same period, primarily due to lower spending in the materials, services, and supplies categories.

Community Development: This department consists of three divisions: Planning, Building, and Housing and Community Services. Through July, departmental expenditures of \$0.9 million were at 5% of the budget, which is below par for this time of year.

Fire Department: Through July, actual expenditures totaled \$4.1 million, or 7% of the budget, which is on the par with the budget. These expenditures reflect an 11% decrease from expenditures through the same period last fiscal year. All COVID-19 related expenditures have been charged centrally to the Other City Department Operating Grant Trust Fund. The Fire Department has charged approximately \$0.2 million to this fund. Combined with the \$4.1 million charged in the General Fund, total Fire Department expenditures through July totaled \$4.3 million, or 7.2% of budget.

Police Department: Expenditures through July 31, 2020 are tracking at expected levels at \$5.5 million, or 7% of the budget; this is 4% lower than prior year expenditures through the same period. Similar to the Fire Department, Police Department expenditures related to COVID-19 have also been charged to the Other City Department Operating Grant Trust Fund. Through July, charges totaled approximately \$34,000.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$0.2 million through July 31, 2020 and are tracking below budgeted levels. Due to COVID-19, events at the Stadium have been cancelled or postponed causing a decrease in salary costs for public safety personnel and outside agency public safety costs.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of July 31, 2020. The amended budget for both reflects carryover appropriations from fiscal year 2019/20 in addition to various budget amendments approved by the City Council through July 2020. The revenues and expenditures through the end of July each totaled approximately \$0.3 million.

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

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 7/31/2020	Percentage received	Actual Through 7/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 285,000	\$ 285,000	\$ 8,357	2.93%	\$ 56,101	\$ (47,744)	-85.10%
City Affordable Housing Fund	781,703	781,703	13,235	1.69%	3,250	9,985	307.23%
Housing Successor Fund	531,000	531,000	111,788	21.05%	27,179	84,609	311.30%
Housing and Urban Development	5,150,000	5,150,000	129,162	2.51%	35,404	93,758	264.82%
TOTAL	\$ 6,747,703	\$ 6,747,703	\$ 262,542	3.89%	\$ 121,934	\$ 140,608	115.31%

Fund Description	EXPENDITURES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 7/31/2020	Percentage used	Actual through 7/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 552,222	\$ 587,822	\$ 23,251	3.96%	\$ 8,004	\$ 15,247	190.49%
City Affordable Housing Fund	1,556,772	2,017,150	23,645	1.17%	89,670	(66,025)	-73.63%
Housing Successor Fund	5,964,944	6,162,712	109,110	1.77%	19,675	89,435	454.56%
Housing and Urban Development	5,150,000	5,897,929	117,064	1.98%	364,277	(247,213)	-67.86%
TOTAL	\$13,223,938	\$ 14,665,613	\$ 273,070	1.86%	\$ 481,626	\$ (208,556)	-43.30%

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through July 2020. As of July 31, 2020, these capital fund expenditures totaled \$1.2 million, or 1% of the amended budget. As part of the adoption of the FY 2020/21 and FY 2021/22 budget, capital funds were carried over from the prior fiscal year for those projects that have not yet been completed. Any necessary adjustments to the capital carryover amounts based on actual year-end expenditures will be completed as part of the FY 2019/20 year-end reconciliation process.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years.

CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENDITURES

EXPENDITURES - FISCAL YEAR 2020/21					
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 7/31/2020	Percentage Used
Parks & Recreation	\$ 5,758,558	\$ 15,741,394	\$ 21,499,952	\$ 1,025,304	4.77%
Streets & Highways	24,360,764	39,525,658	63,886,422	54,792	0.09%
Storm Drain	4,489,447	7,220,645	11,710,092	25,469	0.22%
Fire	290,796	715,373	1,006,169	-	0.00%
Library	123,681	190,107	313,788	-	0.00%
Public Buildings	1,737,751	9,975,548	11,713,299	37,050	0.32%
General Gov't - Other	4,098,669	11,203,108	15,301,777	2,314	0.02%
Related Santa Clara Developer	562,062	-	562,062	11,239	2.00%
TOTAL	\$ 41,421,728	\$ 84,571,833	\$ 125,993,561	\$ 1,156,168	0.92%

Financial Status Report as of July 31, 2020

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of July 31, 2020. Overall, revenues and expenditures are tracking below budgeted levels.

Effective fiscal year 2019/20, the City switched from a cash basis budgetary reporting to an accrual basis, which is reflected in the tables of this report. At the end of July 2020, revenue and expenditures are tracking lower than through the same period last fiscal year.

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

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 7/31/2020	Percentage received	Actual Through 7/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 515,406,680	\$ 515,406,680	\$ 6,459,634	1.25%	\$ 13,117,922	\$ (6,658,288)	-50.76%
Water Utility Fund	57,220,287	57,220,287	1,492,242	2.61%	2,140,800	(648,558)	-30.30%
Sewer Utility Fund	45,495,100	45,495,100	881,332	1.94%	521,478	359,854	69.01%
Cemetery Fund	600,000	600,000	41,642	6.94%	47,048	(5,406)	-11.49%
Solid Waste Utility Fund	31,219,000	31,219,000	952,342	3.05%	469,303	483,039	102.93%
Water Recycling Fund	7,064,710	7,064,710	(272,084)	-3.85%	(38,203)	(233,881)	612.21%
TOTAL REVENUE	\$ 657,005,777	\$ 657,005,777	\$ 9,555,108	1.45%	\$ 16,258,348	\$ (6,703,240)	-41.23%

Fund Description	EXPENSES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 7/31/2020	Percentage Used	Actual through 7/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 474,259,218	\$ 475,468,120	\$ 23,994,909	5.05%	\$ 30,049,398	\$ (6,054,489)	-20.15%
Water Utility Fund	49,106,767	49,322,081	1,195,778	2.42%	3,098,467	(1,902,689)	-61.41%
Sewer Utility Fund	28,338,164	28,509,889	638,937	2.24%	4,926,958	(4,288,021)	-87.03%
Cemetery Fund	1,412,953	1,412,953	65,336	4.62%	65,836	(500)	-0.76%
Solid Waste Utility Fund	32,563,421	33,013,675	480,157	1.45%	96,779	383,378	396.14%
Water Recycling Fund	5,867,938	5,871,208	37,201	0.63%	46,797	(9,596)	-20.51%
TOTAL - Operating Appropriations	\$ 591,548,461	\$ 593,597,926	\$ 26,412,318	4.45%	\$ 38,284,235	\$ (11,871,917)	-31.01%

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

Financial Status Report as of July 31, 2020

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through July 2020 totaled \$7.7 million, or 2.9% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2020/21 budget adoption process for those projects that have not yet been completed. Any necessary adjustments to the capital carryover amounts based on actual year-end expenditures will be completed as part of the FY 2019/20 year-end reconciliation process.

CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENSES

Fund Description	EXPENSES - FISCAL YEAR 2020/21					Prior Year
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 7/31/2020	Percentage Used	Actual Through 7/31/2019
Electric Utility Fund	\$ 64,592,602	\$ 112,296,667	\$ 176,889,269	\$ 7,028,613	3.97%	\$ -
Street Lighting ⁽¹⁾	125,000	5,867,109	5,992,109	271	0.00%	216
Water Utility Fund	4,610,000	15,010,726	19,620,726	116,391	0.59%	188,136
Sewer Utility Fund	42,114,351	24,817,115	66,931,466	589,861	0.88%	4,824,859
Cemetery Fund	300,000	-	300,000	-	-	-
Solid Waste Utility Fund	882,000	150,000	1,032,000	-	0.00%	-
Water Recycling Fund	550,000	-	550,000	-	-	-
TOTAL - CIP Appropriations	\$ 113,173,952	\$ 158,141,618	\$ 271,315,570	\$ 7,735,136	2.85%	\$ 5,013,211

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

Fund Reserves

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

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2020/21, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

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

- Building Inspection Reserve accounts for surplus funds from user fees in the Community Development Department's Building Inspection Division and is restricted to fund Building Division costs.
- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA
RESERVE BALANCES
July 31, 2020**

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER	SEWER
Budget Stabilization Reserve	\$ 57,709,688			
Capital Projects Reserve	1,958,983			
Land Sale Reserve	24,488,392			
Building Inspection Reserve	12,284,067			
Technology Fee Reserve	485,129			
Rate Stabilization Fund Reserve		\$ 25,000,000		
Cost Reduction Fund Reserve		98,947,182		
DVR Power Plant Contracts Reserve		78,163		
Replacement & Improvement			\$ 303,090	
TOTALS	\$ 96,926,259	\$ 124,025,345	\$ 303,090	\$ -

City of Santa Clara

Financial Status Report as of July 31, 2020

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The loan from the General Fund to for Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

Fund Receiving Advance/Loan	Fund Making Advance/Loan	Type	Amount of Advance/Commitment
Cemetery	General Fund	Advance	\$ 7,111,149
Santa Clara Golf & Tennis Club	General Fund	Advance	4,224,134
Parks and Recreation Facilities	General Fund	Loan	9,033,044
TOTALS			\$ 20,368,327

Donations to the City of Santa Clara

Donations received by department during the month of July 2020 and for fiscal year 2020/21 are shown in the table below.

Department	Jul-20	Fiscal Year 2020/21 Year To Date	Donor	Designated Use
City Manager's Office	\$ 460	\$ 460	Various	Help Your Neighbor
Non-Departmental	\$ 14,331	\$ 14,331	Various	COVID-19
TOTALS	\$ 14,791	\$ 14,791		



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

MONTHLY INVESTMENT REPORT

July 2020

City of Santa Clara

Monthly Investment Report

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

All securities held by the City of Santa Clara as of July 31, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of July 31, 2020.

	<u>BOOK VALUE</u>	<u>PERCENTAGE</u>
City	\$763,935,262	99.52%
SOSA	22,902	0.00%
HA	<u>3,644,842</u>	<u>0.48%</u>
Unrestricted	\$767,603,006	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,145,870</u>	
Total Investments	<u>\$769,748,876</u>	

On July 31, 2020 the book value and market value of the City's unrestricted pooled investment portfolio were \$767,603,006 and \$792,503,336, respectively.

Investment Strategy and Market Update

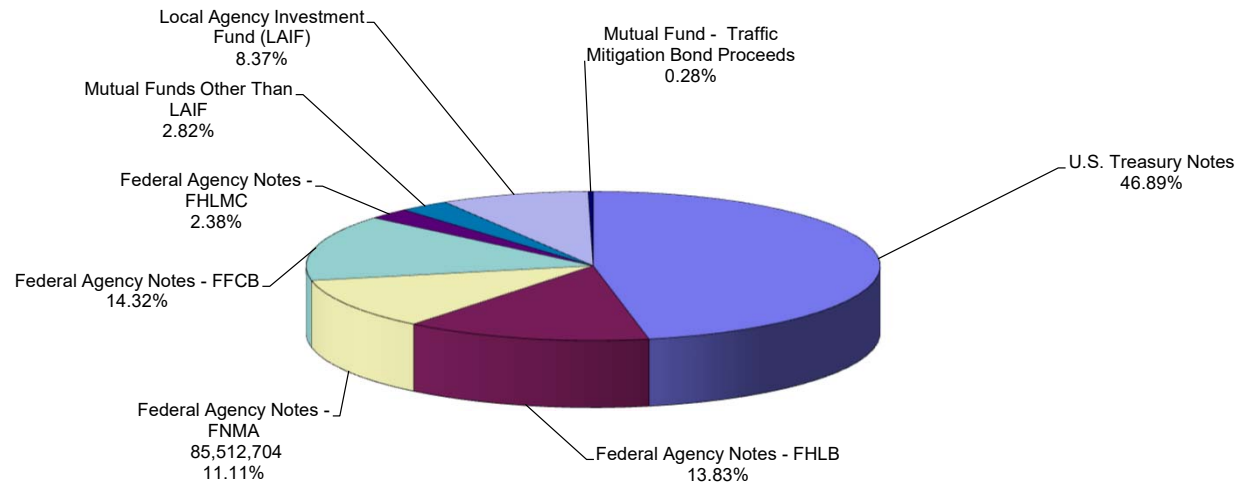
The City's investment strategy for July 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of July 31, 2020, 41.64% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.52 years and the City's portfolio yield vs. the 24-month moving average yield of two-year Treasury Notes (Benchmark Yield*) was as follows:

<u>PERIOD</u>	<u>CITY'S PORTFOLIO YIELD</u>	<u>BENCHMARK YIELD</u>	<u>AVERAGE MATURITY (YEARS)</u>
July 2020	1.60%	1.65%	2.52
June 2020	1.70%	1.76%	2.53
July 2019	2.02%	2.23%	2.02

**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS JULY 31, 2020**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	360,939,191	46.89%	No Limit
Federal Agency Notes - FHLB	106,471,696	13.83%	40%
Federal Agency Notes - FNMA	85,512,704	11.11%	40%
Federal Agency Notes - FFCB	110,265,120	14.32%	40%
Federal Agency Notes - FHLMC	18,291,514	2.38%	40%
Mutual Funds Other Than LAIF	21,699,742	2.82%	10% Per Fund
Local Agency Investment Fund (LAIF)	64,423,039	8.37%	\$65 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,145,870	0.28%	10% Per Fund
TOTAL INVESTMENTS	<u>\$ 769,748,876</u>	<u>100.00%</u>	



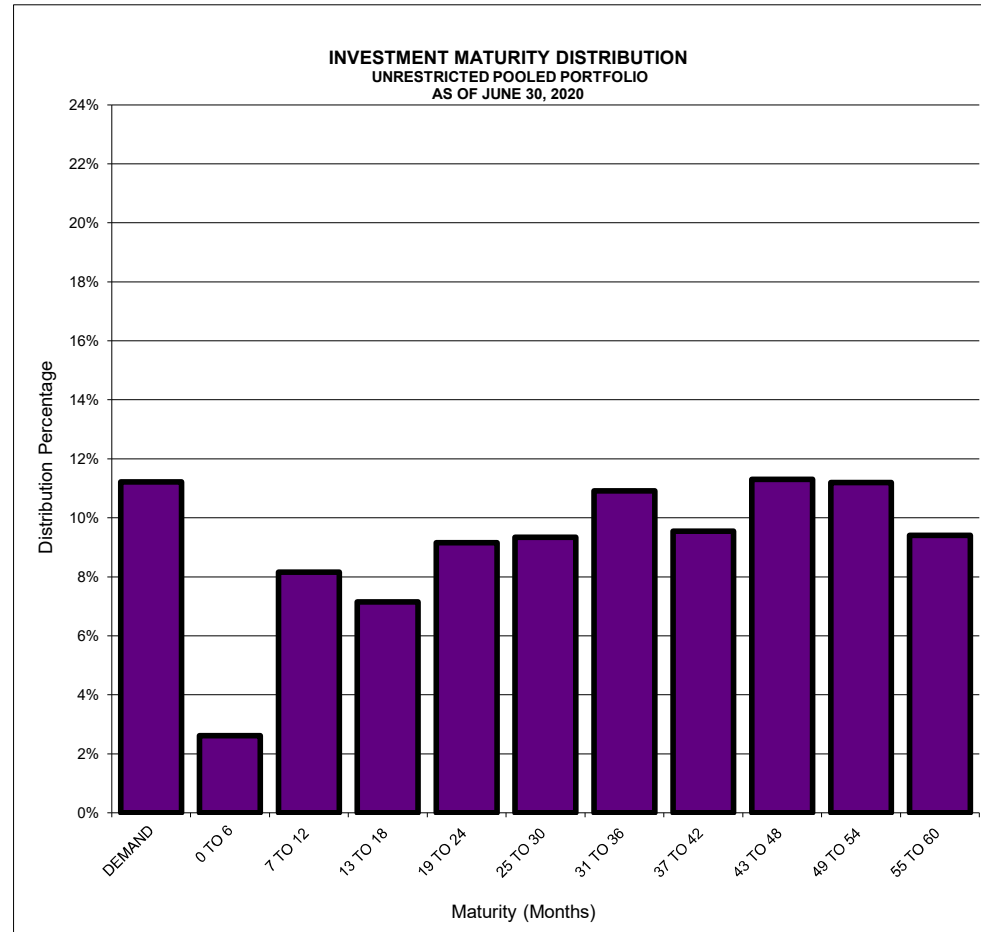
CITY OF SANTA CLARA

**INVESTMENT MATURITY DISTRIBUTION
AS OF JULY 31, 2020
UNRESTRICTED POOLED PORTFOLIO**

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	\$ 86,122,781 (a)	3	11.22%
0 TO 6	20,043,509	3	2.61%
7 TO 12	62,606,800	11	8.16%
13 TO 18	54,854,059	9	7.15%
19 TO 24	70,274,221	12	9.16%
25 TO 30	71,709,942	13	9.34%
31 TO 36	83,771,467	12	10.91%
37 TO 42	73,344,267	14	9.55%
43 TO 48	86,755,245	16	11.30%
49 TO 54	85,903,258	14	11.19%
55 TO 60	72,217,457	8	9.41%
TOTAL	\$ 767,603,006	115	100.00%

Average Maturity of Unrestricted Pool: 2.52 Years

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



CITY OF SANTA CLARA

**List of Securities Brokers and Primary Dealers
in U.S. Government Securities and Mutual Funds**

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Ladenburg Thalmann & Co. Inc.

UBS Financial Services

All individuals securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with Wells Fargo Bank, N.A..



Market Inventory

Attachment A

As Of Date: 07/31/2020

Date Basis: Settlement

Run: 08/04/2020 06:37:14 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
Inv Type: 12 TREASURY NOTES												
17296	912828Q37	TREASURY NOTES	02/14/2017	03/31/2021	1.250000	1.803695	5,000,000.00	4,973,516.87	5,037,300.00	100.746000	63,783.13	IDC-FIS
17322	9128284G2	TREASURY NOTES	06/19/2018	04/15/2021	2.375000	2.662058	5,000,000.00	4,986,277.73	5,078,700.00	101.574000	92,422.27	IDC-FIS
17343	912828WR7	TREASURY NOTES	02/19/2019	06/30/2021	2.125000	2.496231	5,000,000.00	4,982,102.85	5,090,250.00	101.805000	108,147.15	IDC-FIS
17369	912828WY2	TREASURY NOTES	10/24/2019	07/31/2021	2.250000	1.621904	10,000,000.00	10,061,409.16	10,209,800.00	102.098000	148,390.84	IDC-FIS
17338	9128285F3	TREASURY NOTES	01/17/2019	10/15/2021	2.875000	2.543204	5,000,000.00	5,023,776.86	5,164,850.00	103.297000	141,073.14	IDC-FIS
17321	912828U65	TREASURY NOTES	05/22/2018	11/30/2021	1.750000	2.805608	10,000,000.00	9,850,529.23	10,214,500.00	102.145000	363,970.77	IDC-FIS
17306	912828U81	TREASURY NOTES	11/09/2017	12/31/2021	2.000000	1.914991	5,000,000.00	5,006,083.73	5,131,850.00	102.637000	125,766.27	IDC-FIS
17312	912828V72	TREASURY NOTES	02/26/2018	01/31/2022	1.875000	2.530589	5,000,000.00	4,953,458.19	5,130,300.00	102.606000	176,841.81	IDC-FIS
17297	912828J43	TREASURY NOTES	03/03/2017	02/28/2022	1.750000	2.067799	5,000,000.00	4,970,008.23	5,127,950.00	102.559000	157,941.77	IDC-FIS
17334	912828J43	TREASURY NOTES	12/14/2018	02/28/2022	1.750000	2.763338	5,000,000.00	4,903,782.26	5,127,950.00	102.559000	224,167.74	IDC-FIS
17309	912828W89	TREASURY NOTES	01/25/2018	03/31/2022	1.875000	2.368364	5,000,000.00	4,953,347.70	5,144,750.00	102.895000	191,402.30	IDC-FIS
17308	912828X47	TREASURY NOTES	01/22/2018	04/30/2022	1.875000	2.361028	5,000,000.00	4,954,061.22	5,151,350.00	103.027000	197,288.78	IDC-FIS
17300	912828XD7	TREASURY NOTES	06/09/2017	05/31/2022	1.875000	1.772818	5,000,000.00	5,009,716.82	5,159,950.00	103.199000	150,233.18	IDC-FIS
17335	912828XG0	TREASURY NOTES	12/21/2018	06/30/2022	2.125000	2.638411	5,000,000.00	4,951,322.12	5,191,000.00	103.820000	239,677.88	IDC-FIS
17375	912828XG0	TREASURY NOTES	11/25/2019	06/30/2022	2.125000	1.596160	10,000,000.00	10,103,032.29	10,382,000.00	103.820000	278,967.71	IDC-FIS
17394	912828XG0	TREASURY NOTES	03/25/2020	06/30/2022	2.125000	.351460	10,000,000.00	10,352,599.76	10,382,000.00	103.820000	29,400.24	IDC-FIS
17315	9128282P4	TREASURY NOTES	03/27/2018	07/31/2022	1.875000	2.591504	5,000,000.00	4,932,711.34	5,174,600.00	103.492000	241,888.66	IDC-FIS
17303	912828L24	TREASURY NOTES	09/29/2017	08/31/2022	1.875000	1.913317	5,000,000.00	4,995,435.00	5,182,250.00	103.645000	186,815.00	IDC-FIS
17304	912828L57	TREASURY NOTES	10/06/2017	09/30/2022	1.750000	1.958257	5,000,000.00	4,975,336.54	5,175,800.00	103.516000	200,463.46	IDC-FIS
17318	9128282W9	TREASURY NOTES	04/20/2018	09/30/2022	1.875000	2.739970	5,000,000.00	4,898,982.07	5,189,850.00	103.797000	290,867.93	IDC-FIS
17305	912828M49	TREASURY NOTES	10/31/2017	10/31/2022	1.875000	2.071694	5,000,000.00	4,976,757.82	5,196,700.00	103.934000	219,942.18	IDC-FIS
17307	912828M80	TREASURY NOTES	12/18/2017	11/30/2022	2.000000	2.168858	5,000,000.00	4,980,098.87	5,218,550.00	104.371000	238,451.13	IDC-FIS
17320	912828N30	TREASURY NOTES	05/15/2018	12/31/2022	2.125000	2.835579	10,000,000.00	9,834,650.35	10,482,800.00	104.828000	648,149.65	IDC-FIS
17398	912828Z29	TREASURY NOTES	04/21/2020	01/15/2023	1.500000	.237587	10,000,000.00	10,314,157.91	10,337,900.00	103.379000	23,742.09	IDC-FIS
17311	912828P38	TREASURY NOTES	02/14/2018	01/31/2023	1.750000	2.566484	5,000,000.00	4,904,738.38	5,203,150.00	104.063000	298,411.62	IDC-FIS
17314	912828P79	TREASURY NOTES	02/28/2018	02/28/2023	1.500000	2.682776	10,000,000.00	9,670,481.93	10,355,900.00	103.559000	685,418.07	IDC-FIS
17317	912828Q29	TREASURY NOTES	04/11/2018	03/31/2023	1.500000	2.624318	10,000,000.00	9,686,139.54	10,368,000.00	103.680000	681,860.46	IDC-FIS
17319	912828R28	TREASURY NOTES	05/09/2018	04/30/2023	1.625000	2.824390	10,000,000.00	9,666,968.22	10,412,500.00	104.125000	745,531.78	IDC-FIS
17323	912828R69	TREASURY NOTES	07/17/2018	05/31/2023	1.625000	2.763323	10,000,000.00	9,682,915.26	10,425,000.00	104.250000	742,084.74	IDC-FIS
17339	912828S35	TREASURY NOTES	01/17/2019	06/30/2023	1.375000	2.549274	5,000,000.00	4,834,585.10	5,182,050.00	103.641000	347,464.90	IDC-FIS
17378	912828S35	TREASURY NOTES	12/18/2019	06/30/2023	1.375000	1.682342	5,000,000.00	4,955,443.62	5,182,050.00	103.641000	226,606.38	IDC-FIS
17395	912828S35	TREASURY NOTES	04/01/2020	06/30/2023	1.375000	.285312	10,000,000.00	10,324,925.51	10,364,100.00	103.641000	39,174.49	IDC-FIS
17326	912828Y61	TREASURY NOTES	09/18/2018	07/31/2023	2.750000	2.899455	5,000,000.00	4,979,197.96	5,391,800.00	107.836000	412,602.04	IDC-FIS
17328	912828Y61	TREASURY NOTES	09/28/2018	07/31/2023	2.750000	2.961654	5,000,000.00	4,970,591.40	5,391,800.00	107.836000	421,208.60	IDC-FIS
17324	9128282D1	TREASURY NOTES	09/13/2018	08/31/2023	1.375000	2.867264	5,000,000.00	4,758,238.24	5,191,800.00	103.836000	433,561.76	IDC-FIS
17330	912828T26	TREASURY NOTES	11/14/2018	09/30/2023	1.375000	3.011415	7,500,000.00	7,103,612.30	7,795,350.00	103.938000	691,737.70	IDC-FIS



Market Inventory

Attachment A

As Of Date: 07/31/2020

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Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17340	912828T91	TREASURY NOTES	01/28/2019	10/31/2023	1.625000	2.579465	5,000,000.00	4,843,796.55	5,242,000.00	104.840000	398,203.45	IDC-FIS
17345	912828U57	TREASURY NOTES	02/28/2019	11/30/2023	2.125000	2.496362	5,000,000.00	4,939,083.20	5,330,450.00	106.609000	391,366.80	IDC-FIS
17397	912828U57	TREASURY NOTES	04/20/2020	11/30/2023	2.125000	.263467	5,000,000.00	5,323,727.73	5,330,450.00	106.609000	6,722.27	IDC-FIS
17346	912828V23	TREASURY NOTES	03/14/2019	12/31/2023	2.250000	2.437027	5,000,000.00	4,969,243.80	5,358,200.00	107.164000	388,956.20	IDC-FIS
17342	912828V80	TREASURY NOTES	02/14/2019	01/31/2024	2.250000	2.524589	5,000,000.00	4,955,092.36	5,366,800.00	107.336000	411,707.64	IDC-FIS
17396	912828529	TREASURY NOTES	04/15/2020	01/31/2024	2.500000	.336639	5,000,000.00	5,375,674.72	5,409,400.00	108.188000	33,725.28	IDC-FIS
17347	912828W48	TREASURY NOTES	03/20/2019	02/29/2024	2.125000	2.440257	5,000,000.00	4,940,977.86	5,353,150.00	107.063000	412,172.14	IDC-FIS
17352	912828W71	TREASURY NOTES	04/30/2019	03/31/2024	2.125000	2.319173	5,000,000.00	4,963,502.54	5,360,150.00	107.203000	396,647.46	IDC-FIS
17353	912828X70	TREASURY NOTES	05/17/2019	04/30/2024	2.000000	2.202374	5,000,000.00	4,961,874.14	5,344,550.00	106.891000	382,675.86	IDC-FIS
17359	912828WJ5	TREASURY NOTES	08/16/2019	05/15/2024	2.500000	1.428853	5,000,000.00	5,206,218.69	5,441,800.00	108.836000	235,581.31	IDC-FIS
17367	912828WJ5	TREASURY NOTES	10/11/2019	05/15/2024	2.500000	1.498657	5,000,000.00	5,192,709.89	5,441,800.00	108.836000	249,090.11	IDC-FIS
17361	912828XX3	TREASURY NOTES	08/30/2019	06/30/2024	2.000000	1.414330	5,000,000.00	5,112,706.16	5,357,250.00	107.145000	244,543.84	IDC-FIS
17376	912828628	TREASURY NOTES	12/13/2019	06/30/2024	1.750000	1.739161	7,250,000.00	7,252,987.19	7,697,470.00	106.172000	444,482.81	IDC-FIS
17364	9128282N9	TREASURY NOTES	09/11/2019	07/31/2024	2.125000	1.556000	5,000,000.00	5,109,042.57	5,389,450.00	107.789000	280,407.43	IDC-FIS
17390	9128282U3	TREASURY NOTES	03/11/2020	08/31/2024	1.875000	.621947	5,000,000.00	5,278,582.31	5,346,700.00	106.934000	70,920.00	IDC-FIS
17370	9128282Y5	TREASURY NOTES	10/28/2019	09/30/2024	2.125000	1.630859	5,000,000.00	5,106,312.10	5,404,100.00	108.082000	297,787.90	IDC-FIS
17373	9128283D0	TREASURY NOTES	11/19/2019	10/31/2024	2.250000	1.636035	10,000,000.00	10,264,263.00	10,874,200.00	108.742000	609,937.00	IDC-FIS
17379	9128283J7	TREASURY NOTES	01/07/2020	11/30/2024	2.125000	1.617525	5,000,000.00	5,109,238.20	5,416,800.00	108.336000	307,561.80	IDC-FIS
17380	9128283P3	TREASURY NOTES	01/08/2020	12/31/2024	2.250000	1.618632	10,000,000.00	10,271,844.08	10,903,500.00	109.035000	631,655.92	IDC-FIS
17399	912828Z52	TREASURY NOTES	04/23/2020	01/31/2025	1.375000	.365012	5,000,000.00	5,224,986.57	5,264,250.00	105.285000	39,263.43	IDC-FIS
17389	9128283Z1	TREASURY NOTES	03/09/2020	02/28/2025	2.750000	.605325	10,000,000.00	11,056,334.92	11,160,600.00	111.606000	110,990.62	IDC-FIS
Subtotal					1.955061	1.931988	359,750,000.00	360,939,190.96	377,739,520.00	105.000562	16,809,856.89	

Inv Type: 21 FHLB MEDIUM TERM NOTES

17256	313370US5	FHLB MEDIUM TERM NO	07/22/2016	09/11/2020	2.875000	1.175915	5,000,000.00	5,041,386.81	5,014,550.00	100.291000	-26,836.81	IDC-FIS
17282	3130A1W95	FHLB MEDIUM TERM NO	11/18/2016	06/11/2021	2.250000	1.696591	5,000,000.00	5,026,436.97	5,091,150.00	101.823000	64,713.03	IDC-FIS
17387	3130A1W95	FHLB MEDIUM TERM NO	02/26/2020	06/11/2021	2.250000	1.258135	5,000,000.00	5,048,919.75	5,091,150.00	101.823000	42,230.25	IDC-FIS
17286	3130A8QS5	FHLB MEDIUM TERM NO	11/29/2016	07/14/2021	1.125000	1.814259	5,000,000.00	4,967,168.84	5,047,900.00	100.958000	80,731.16	IDC-FIS
17277	313378JP7	FHLB MEDIUM TERM NO	11/01/2016	09/10/2021	2.375000	1.428993	5,000,000.00	5,068,330.10	5,122,150.00	102.443000	53,819.90	IDC-FIS
17341	3130AFFN2	FHLB MEDIUM TERM NO	02/11/2019	12/10/2021	3.000000	2.497201	5,000,000.00	5,036,060.70	5,192,600.00	103.852000	156,539.30	IDC-FIS
17393	313378CR0	FHLB MEDIUM TERM NO	03/16/2020	03/11/2022	2.250000	.716855	5,000,000.00	5,152,462.50	5,158,450.00	103.169000	7,550.00	IDC-FIS
17333	313383WD9	FHLB MEDIUM TERM NO	12/13/2018	09/09/2022	3.125000	2.898026	5,000,000.00	5,026,601.32	5,307,550.00	106.151000	280,948.68	IDC-FIS
17363	3130A3DL5	FHLB MEDIUM TERM NO	09/06/2019	09/08/2023	2.375000	1.527008	5,000,000.00	5,143,379.72	5,325,750.00	106.515000	182,370.28	IDC-FIS
17336	3130A0F70	FHLB MEDIUM TERM NO	01/09/2019	12/08/2023	3.375000	2.727479	5,000,000.00	5,105,256.40	5,517,000.00	110.340000	411,743.60	IDC-FIS
17392	3130A3VC5	FHLB MEDIUM TERM NO	03/13/2020	12/08/2023	2.250000	.715013	5,000,000.00	5,264,217.38	5,336,200.00	106.724000	71,982.62	IDC-FIS
17350	3130AB3H7	FHLB MEDIUM TERM NO	04/12/2019	03/08/2024	2.375000	2.380001	5,000,000.00	4,999,018.25	5,363,350.00	107.267000	364,331.75	IDC-FIS
17374	3130A1XJ2	FHLB MEDIUM TERM NO	11/21/2019	06/14/2024	2.875000	1.641007	5,000,000.00	5,236,652.25	5,487,050.00	109.741000	250,397.75	IDC-FIS
17365	3130AGWK7	FHLB MEDIUM TERM NO	09/19/2019	08/15/2024	1.500000	1.644760	5,000,000.00	4,968,845.98	5,243,750.00	104.875000	274,904.02	IDC-FIS



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17368	3130A2UW4	FHLB MEDIUM TERM NO	10/17/2019	09/13/2024	2.875000	1.656994	5,000,000.00	5,262,003.90	5,507,250.00	110.145000	245,246.10	IDC-FIS
17391	3130A3GE8	FHLB MEDIUM TERM NO	03/13/2020	12/13/2024	2.750000	.768165	5,000,000.00	5,436,587.50	5,518,650.00	110.373000	82,062.50	IDC-FIS
17400	3130A4CH3	FHLB MEDIUM TERM NO	04/28/2020	03/14/2025	2.375000	.665003	10,000,000.00	10,848,367.78	10,894,500.00	108.945000	75,160.00	IDC-FIS
Subtotal					2.469064	1.535274	90,000,000.00	92,631,696.15	95,219,000.00	105.798889	2,617,894.13	

Inv Type: 22 FHLB COUPON NOTES

17354	3130AGMK8	FHLB COUPON NOTES	06/28/2019	06/28/2024	2.220000	2.220000	5,000,000.00	5,000,000.00	5,073,800.00	101.476000	73,800.00	IDC-FIS
17360	3130AGXF7	FHLB COUPON NOTES	08/26/2019	08/26/2024	1.650000	1.650000	5,000,000.00	5,000,000.00	5,067,200.00	101.344000	67,200.00	IDC-FIS
17371	3130AHGL1	FHLB COUPON NOTES	11/04/2019	11/04/2024	1.875000	1.875000	3,840,000.00	3,840,000.00	3,904,281.60	101.674000	64,281.60	IDC-FIS
Subtotal					1.918353	1.918353	13,840,000.00	13,840,000.00	14,045,281.60	101.483249	205,281.60	

Inv Type: 23 FNMA COUPON NOTE

17270	3136G4BD4	FNMA COUPON NOTE	09/29/2016	03/29/2021	1.350000	1.350000	5,540,000.00	5,540,000.00	5,583,322.80	100.782000	43,322.80	IDC-FIS
Subtotal					1.350000	1.350000	5,540,000.00	5,540,000.00	5,583,322.80	100.782000	43,322.80	

Inv Type: 24 FNMA MEDIUM TERM NOTE

17238	3135G0F73	FNMA MEDIUM TERM NO	03/17/2016	11/30/2020	1.500000	1.601110	10,000,000.00	9,995,134.90	10,045,300.00	100.453000	50,165.10	IDC-FIS
17279	3135G0H55	FNMA MEDIUM TERM NO	11/16/2016	12/28/2020	1.875000	1.584161	5,000,000.00	5,006,986.96	5,035,600.00	100.712000	28,613.04	IDC-FIS
17248	3136G02F7	FNMA MEDIUM TERM NO	06/03/2016	05/07/2021	1.600000	1.474085	2,000,000.00	2,002,411.83	2,022,260.00	101.113000	19,848.17	IDC-FIS
17268	3135G0N82	FNMA MEDIUM TERM NO	08/25/2016	08/17/2021	1.250000	1.298063	10,000,000.00	9,993,062.38	10,114,700.00	101.147000	121,637.62	IDC-FIS
17271	3135G0Q89	FNMA MEDIUM TERM NO	10/11/2016	10/07/2021	1.375000	1.450052	5,000,000.00	4,994,596.05	5,073,150.00	101.463000	78,553.95	IDC-FIS
17329	3135G0S38	FNMA MEDIUM TERM NO	10/11/2018	01/05/2022	2.000000	3.012476	5,000,000.00	4,928,161.93	5,132,150.00	102.643000	203,988.07	IDC-FIS
17310	3135G0T78	FNMA MEDIUM TERM NO	01/29/2018	10/05/2022	2.000000	2.496939	5,000,000.00	4,941,733.33	5,200,500.00	104.010000	258,766.67	IDC-FIS
17377	3135G0V75	FNMA MEDIUM TERM NO	12/18/2019	07/02/2024	1.750000	1.732000	5,000,000.00	5,003,434.04	5,288,400.00	105.768000	284,965.96	IDC-FIS
17404	3135G0V75	FNMA MEDIUM TERM NO	05/15/2020	07/02/2024	1.750000	.377002	10,000,000.00	10,543,934.66	10,576,800.00	105.768000	32,865.34	IDC-FIS
17382	3135G0X24	FNMA MEDIUM TERM NO	01/23/2020	01/07/2025	1.625000	1.627706	7,500,000.00	7,499,114.91	7,911,300.00	105.484000	412,185.09	IDC-FIS
17401	3135G03U5	FNMA MEDIUM TERM NO	05/08/2020	04/22/2025	.625000	.521429	10,000,000.00	10,053,030.56	10,104,400.00	101.044000	53,800.00	IDC-FIS
17410	3135G04Z3	FNMA MEDIUM TERM NO	07/20/2020	06/17/2025	.500000	.463065	5,000,000.00	5,011,102.78	5,008,950.00	100.179000	0.00	BOOK
Subtotal					1.436315	1.334154	79,500,000.00	79,972,704.33	81,513,510.00	102.532717	1,545,389.01	

Inv Type: 26 FFCB MEDIUM TERM NOTES

17234	3133EFY24	FFCB MEDIUM TERM NO	02/18/2016	02/10/2021	1.375000	1.490028	10,000,000.00	9,988,963.72	10,064,100.00	100.641000	75,136.28	IDC-FIS
17386	3133EGYS8	FFCB MEDIUM TERM NO	02/05/2020	04/14/2022	1.400000	1.451035	5,000,000.00	4,994,968.17	5,103,050.00	102.061000	108,081.83	IDC-FIS
17357	3133EKVE3	FFCB MEDIUM TERM NO	07/19/2019	07/19/2022	1.850000	1.889266	5,000,000.00	4,996,208.67	5,161,700.00	103.234000	165,491.33	IDC-FIS
17358	3133EKYJ9	FFCB MEDIUM TERM NO	08/14/2019	08/05/2022	1.850000	1.643841	5,000,000.00	5,024,974.98	5,165,550.00	103.311000	140,575.02	IDC-FIS
17366	3133EHM91	FFCB MEDIUM TERM NO	10/08/2019	11/01/2022	2.080000	1.440040	1,800,000.00	1,828,040.51	1,875,222.00	104.179000	47,181.49	IDC-FIS
17316	3133EJGU7	FFCB MEDIUM TERM NO	03/29/2018	12/16/2022	2.710000	2.638022	5,000,000.00	5,008,434.54	5,293,300.00	105.866000	284,865.46	IDC-FIS



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City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17332	3133EJSD2	FFCB MEDIUM TERM NO	11/29/2018	06/19/2023	2.890000	2.983126	5,000,000.00	4,987,007.52	5,377,800.00	107.556000	390,792.48	IDC-FIS
17381	3133ELHZ0	FFCB MEDIUM TERM NO	01/17/2020	07/17/2023	1.600000	1.610620	5,000,000.00	4,998,457.95	5,197,250.00	103.945000	198,792.05	IDC-FIS
17327	3133EJWV7	FFCB MEDIUM TERM NO	09/18/2018	08/14/2023	2.900000	3.000958	5,000,000.00	4,983,649.25	5,397,350.00	107.947000	413,700.75	IDC-FIS
17331	3133EJD48	FFCB MEDIUM TERM NO	11/28/2018	10/02/2023	3.050000	3.024022	7,575,000.00	7,581,222.83	8,237,661.00	108.748000	656,438.17	IDC-FIS
17355	3133EHN25	FFCB MEDIUM TERM NO	06/27/2019	11/01/2023	2.200000	1.866116	2,965,000.00	2,998,072.60	3,149,838.10	106.234000	151,765.50	IDC-FIS
17348	3133EKBW5	FFCB MEDIUM TERM NO	03/21/2019	02/27/2024	2.610000	2.466241	5,000,000.00	5,026,828.71	5,419,650.00	108.393000	392,821.29	IDC-FIS
17362	3133EKHV1	FFCB MEDIUM TERM NO	09/05/2019	07/22/2024	2.450000	1.384069	5,000,000.00	5,205,358.59	5,425,600.00	108.512000	220,241.41	IDC-FIS
17372	3133EK4Y9	FFCB MEDIUM TERM NO	11/12/2019	11/01/2024	1.650000	1.806956	5,000,000.00	4,966,368.61	5,279,100.00	105.582000	312,731.39	IDC-FIS
17406	3133ELJM7	FFCB MEDIUM TERM NO	05/19/2020	01/23/2025	1.650000	.555648	7,320,000.00	7,675,110.92	7,728,529.20	105.581000	53,418.28	IDC-FIS
17405	3133ELZM9	FFCB MEDIUM TERM NO	05/18/2020	05/14/2025	.500000	.534983	10,000,000.00	9,983,355.56	9,982,800.00	99.828000	0.00	BOOK
17408	3133ELH23	FFCB MEDIUM TERM NO	06/17/2020	06/09/2025	.500000	.505008	10,000,000.00	9,998,651.11	9,997,540.00	99.975400	0.00	BOOK
Subtotal					1.795048	1.649055	99,660,000.00	100,245,674.24	103,856,040.30	104.210356	3,612,032.73	

Inv Type: 27 FFCB COUPON NOTES

17409	3133ELR71	FFCB MEDIUM TERM NO	07/15/2020	07/02/2025	.500000	.464007	10,000,000.00	10,019,445.56	10,017,640.00	100.176400	0.00	BOOK
Subtotal					.500000	.464007	10,000,000.00	10,019,445.56	10,017,640.00	100.176400	0.00	

Inv Type: 28 FHLMC MEDIUM TERM NOTES

17388	3134G9M20	FHLMC MEDIUM TERM N	02/26/2020	07/26/2021	1.875000	1.275218	5,000,000.00	5,029,592.64	5,085,050.00	101.701000	55,457.36	IDC-FIS
17402	3137EAER6	FHLMC MEDIUM TERM N	05/11/2020	05/05/2023	.375000	.277020	5,000,000.00	5,014,753.33	5,020,550.00	100.411000	6,005.00	IDC-FIS
17407	3137EAEP0	FHLMC MEDIUM TERM N	05/21/2020	02/12/2025	1.500000	.526022	5,000,000.00	5,247,168.33	5,252,400.00	105.048000	25,440.00	IDC-FIS
Subtotal					1.254406	.690784	15,000,000.00	15,291,514.30	15,358,000.00	102.386667	86,902.36	

Inv Type: 29 FHLMC COUPON NOTES

17351	3134GTKG7	FHLMC COUPON NOTES	05/03/2019	05/03/2024	2.600000	2.600000	3,000,000.00	3,000,000.00	3,048,240.00	101.608000	48,240.00	IDC-FIS
Subtotal					2.600000	2.600000	3,000,000.00	3,000,000.00	3,048,240.00	101.608000	48,240.00	

Inv Type: 65 Govt Mutual Fund - Fidelity

17403		FIDELITY GOVERNMENT	05/08/2020	08/01/2020	.094139	.094139	21,699,741.85	21,699,741.85	21,699,741.85	100.000000	0.00	BOOK
Subtotal					.094139	.094139	21,699,741.85	21,699,741.85	21,699,741.85	100.000000	0.00	

Inv Type: 99 LOCAL AGENCY INVESTMENT FUND

16059		STATE OF CA DEMAND	09/30/1997	08/01/2020	1.335841	1.335841	64,423,039.45	64,423,039.45	64,423,039.45	100.000000	0.00	BOOK
Subtotal					1.335841	1.335841	64,423,039.45	64,423,039.45	64,423,039.45	100.000000	0.00	



Market Inventory

Attachment A

As Of Date: 07/31/2020

Date Basis: Settlement

Run: 08/04/2020 06:37:14 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
<u>Inv Type: 305 MUTUAL FUNDS-FIDELITY</u>												
17385		FIDELITY PRIME MMKT	12/13/2019	08/01/2020	.438084	.438084	0.00	0.00	0.00	100.090000	0.00	USERPR
				Subtotal	.000000	.000000	0.00	0.00	0.00	.000000	0.00	
<u>Inv Type: 315 MUTUAL FUNDS-DREYFUS</u>												
16064		DREYFUS TREASURY CA	10/31/1997	08/01/2020	.080500	.080500	2,145,869.74	2,145,869.74	2,145,869.74	100.000000	0.00	BOOK
				Subtotal	.080500	.080500	2,145,869.74	2,145,869.74	2,145,869.74	100.000000	0.00	
Grand Total				Count 116	1.797311	1.632828	764,558,651.04	769,748,876.58	794,649,205.74	103.935676	24,968,919.52	



City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

August 2020

Financial Status Report as of August 31, 2020

This report summarizes the City's financial performance for the month ended August 31, 2020. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2020/21 was \$286.9 million. The amended budget for revenues and expenditures was amended to \$291.8 million to reflect carryover appropriations from fiscal year 2019/20 and various budget amendments approved by the City Council through July and August 2020.

While it is very early in the fiscal year, General Fund revenues are currently expected to end the year below budget due to the COVID-19 impacts. When the FY 2020/21 budget was adopted, there was limited data regarding the COVID-19 impacts and significant uncertainty regarding the length and depth of the associated shutdowns. The budget did assume reductions in various categories to account for the anticipated COVID-19 impacts, with the largest reductions in the transient occupancy tax and sales tax categories. With a few months of additional data and the continued implementation of COVID-19 safety precautions, further downward adjustments are expected to be brought forward.

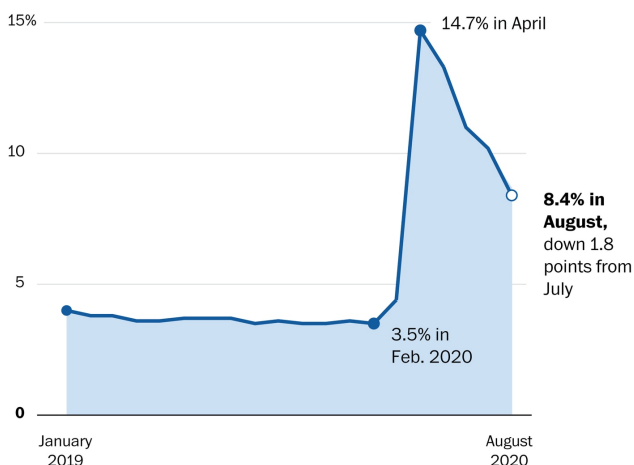
The lower collection level is expected to be partially offset by General Fund expenditure savings. Through August, expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures. Some departments have also significantly changed their operations to comply with the COVID-19 safety measures.

With the shelter-in-place and other actions residents and businesses have been taking to reduce the spread of the virus, economic activity in this region and throughout the country has experienced a significant decline. This is evidenced in various economic indicators, some of which have begun to show some improvement.

On a national level, the unemployment rate remains high at 8.4% in August 2020. This rate, however, was well below the record setting high of 14.7% in April 2020.

The drop brings the unemployment rate below the peak of the last recession a decade ago, when unemployment briefly hit 10 percent, but joblessness is still higher than the peak of many past recessions.

U.S. unemployment rate



Note: Seasonally adjusted
Source: Labor Department

THE WASHINGTON POST

“We still have a long way to go,” said Beth Ann Bovino, chief U.S. economist for S&P Global.¹

In the second quarter 2020, the Gross Domestic Product (GDP) declined by almost 32% as a result of the COVID-19 safety precautions. This is the largest contraction ever experienced, pushing the economy into a recession. The recovery will depend on the capacity of the county to control the pandemic and avoid more waves of infection.²

Significant impacts are also expected on the State and local level. After the State’s largest increase in the unemployment rate in April 2020, the California unemployment rate has continued to improve to 11.4% by August 2020. This marks the first month since March 2020 that California’s unemployment rate was lower than the 12.3% mark set during the height of the Great Recession.³ The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 7.6% in August 2020, down from a revised 9.5% in July 2020 but significantly higher than the August 2019 level of 2.7%.⁴

Unemployment Rate in San Jose-Sunnyvale—Santa Clara, CA MSA



Source: U.S. Bureau of Labor Statistics

Shading indicates U.S. recessions, the most recent one in ongoing

fred.stlouisfed.org

Santa Clara’s General Fund revenues have been significantly impacted and this impact is expected to continue over the longer term based on the current economic situation. In FY 2020/21, a General Fund shortfall of almost \$23 million was addressed in the revised FY 2020/21 budget approved in June 2020. This budget was solved on an interim basis with the use of the Budget Stabilization Reserve. Additional downward revenue adjustments and budget balancing actions are expected to be brought forward during the year.

¹ <https://www.nytimes.com/live/2020/09/04/business/stock-market-today-coronavirus>

² <https://tradingeconomics.com/united-states/gdp-growth>

³ <https://edd.ca.gov/Newsroom/unemployment-september-2020.htm>

⁴ [https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

The City currently has \$57 million in the Budget Stabilization Reserve to address any negative balance after factoring in the use of \$22.7 million of this reserve in the FY 2020/21 budget. Staff will closely monitor the City's financial performance during this uncertain time and provide updates as part of future Monthly Financial Reports.

Financial Status Report as of August 31, 2020

General Fund Revenues

As of August 31, 2020, \$6.0 million or 2.5% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$47.5 million have occurred as budgeted.

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

Function	FISCAL YEAR 2020/21				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 8/31/2020	Percentage Received	Actual Through 8/31/2019	Change From Prior Year	Percentage Change
TAXES							
Sales Tax	\$ 55,600,000	\$ 55,600,000	\$ -	0.00%	\$ -	\$ -	N/A
Property Tax	66,982,000	66,982,000	73,189	0.11%	68,284	4,905	7.18%
Transient Occupancy Tax	17,625,000	17,625,000	29,315	0.17%	688,701	(659,386)	-95.74%
Other Taxes	5,938,000	5,938,000	197,668	3.33%	63,459	134,209	211.49%
Total Taxes	146,145,000	146,145,000	300,172	0.21%	820,444	(520,272)	-63.41%
LICENSES & PERMITS							
Business Licenses	934,000	934,000	162,015	17.35%	144,902	17,113	11.81%
Fire Operation Permits	2,375,000	2,375,000	314,792	13.25%	378,617	(63,825)	-16.86%
Building Permits	5,700,000	5,700,000	1,532,853	26.89%	649,510	883,343	136.00%
Electric Permits	475,000	475,000	257,272	54.16%	63,936	193,336	302.39%
Plumbing Permits	428,000	428,000	174,768	40.83%	55,892	118,876	212.69%
Mechanical Permits	380,000	380,000	209,155	55.04%	52,305	156,850	299.88%
Miscellaneous Permits	92,000	92,000	13,031	14.16%	16,519	(3,488)	-21.12%
Total Licenses & Permits	10,384,000	10,384,000	2,663,886	25.65%	1,361,681	1,302,205	95.63%
FINES & PENALTIES	1,570,000	1,570,000	28,174	1.79%	117,900	(89,726)	-76.10%
INTERGOVERNMENTAL	226,000	226,000	29,892	13.23%	5,039,366	(5,009,474)	-99.41%
CHARGES FOR SERVICES	37,174,855	37,174,855	2,578,811	6.94%	2,864,343	(285,532)	-9.97%
CONTRIBUTION IN LIEU	23,699,830	23,699,830	-	0.00%	4,055,545	(4,055,545)	-100.00%
USE OF MONEY & PROPERTY							
Interest	5,246,000	5,501,000	(702,795)	-12.78%	(457,394)	(245,401)	53.65%
Rent	9,407,909	9,407,909	907,004	9.64%	1,687,550	(780,546)	-46.25%
Total Use of Money & Property	14,653,909	14,908,909	204,209	1.37%	1,230,156	(1,025,947)	-83.40%
MISCELLANEOUS REVENUES	350,000	380,000	73,545	19.35%	81,606	(8,061)	-9.88%
LAND PROCEED	-	-	-	N/A	-	-	N/A
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,460,000	1,460,000	1,460,000	100.00%	1,398,145	61,855	4.42%
Operating Transfer In - Reserves	38,952,083	39,248,833	39,248,833	100.00%	11,290,582	27,958,251	247.62%
Operating Transfer In - Fund Balances ⁽²⁾	-	4,273,692	4,273,692	100.00%	5,338,670	(1,064,978)	-19.95%
Operating Transfer In - Miscellaneous	2,527,419	2,547,419	2,547,419	100.00%	276,903	2,270,516	819.97%
Total Other Financing Sources	42,939,502	47,529,944	47,529,944	100.00%	18,304,300	29,225,644	159.67%
STADIUM OPERATION							
Charges for Services	9,102,263	9,102,263	115,576	1.27%	114,934	642	0.56%
Rent and Licensing	647,500	647,500	-	0.00%	355,000	(355,000)	-100.00%
Total Stadium Operation	9,749,763	9,749,763	115,576	1.19%	469,934	(354,358)	-75.41%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 291,768,301	\$ 53,524,209	18.34%	\$ 34,345,275	\$ 19,178,934	55.84%

(1) Negative sales tax revenue resulting from accrual of revenue that has not yet been received. Revenue is anticipated in August 2020.

(2) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2020 and mid year budget amendment from reserves.

This low actual revenues through August is largely due to the timing of payments. In some categories, the revenues received in August account for activity that occurred in FY 2019/20 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to

occur later in the fiscal year. Revenues were below the prior year due to a one-time settlement payment of \$5.0 million that was received last year, differences in the timing of payments, as well as lower activity levels this fiscal year in certain areas, such as transient occupancy tax and fines and penalties. While there is limited data available, revenues are currently expected to end the year below budget as a result of the COVID-19 impacts as discussed below.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of August 31, 2020, no sales tax revenue has been booked. Given the timing of payments, the sales tax payments received in August accounted for activity in the prior fiscal year and those funds were accrued to last year. While no sales tax receipts are reflected through August, the City recently received information on the City's Sales Tax receipts for the second quarter of 2020. Collections in that quarter declined 15.4% when compared to the second quarter of 2019 and reflects the first full quarter impacted by COVID-19. This follows a decline of 10.9% in the first quarter of 2020. In the second quarter of 2020, the county pool, which accounts for internet sales, was up 7.4% from the same quarter in the prior year. However, the City's portion of the pool, totaling \$2.6 million, was down 5.9% as a result of a City of San Jose online retail agreement that resulted in a larger share of internet sales allocated to that City. In the second quarter 2020, all economic sectors in Santa Clara also experienced declines when compared to the second quarter 2019, with the largest drops in the Food Products (down 47.0%), General Retail (down 46.5%), and Transportation (down 41.5%) sectors. Smaller declines were also experienced in the Construction (down 20.6%) and Business-to-Business (down 8.2%) sectors. Based on lower actual collections and the continuation of the COVID-19 safety precautions, it is anticipated that revenues may fall below the budgeted estimate of \$55.6 million by approximately \$5.0 million. Data for the third quarter 2020 will be available in November 2020.

Property Tax: A small portion of property tax receipts were received in August 2020, totaling under \$0.1 million, which is 7.2% above what was collected through the same period last year. The majority of property tax revenue is collected in January and April each year. Based on initial information from the County of Santa Clara, property tax receipts would fall approximately \$1.0 million below the budgeted estimate of \$67.0 million if the City does not receive excess Education Revenue Augmentation Fund (ERAF) revenues in FY 2020/21 that are budgeted at \$2.0 million. Beginning in 1992, agencies have been required to reallocate a portion of property tax receipts to the ERAF, which offsets the State's General Fund contributions to school districts under Proposition 98. However, once there are sufficient funds in ERAF to fulfill obligations, the remainder is to be returned to the taxing entities that contributed to it. The State of California is challenging the calculation of the excess ERAF revenue distribution to local jurisdictions. If excess ERAF funds are received, receipts would slightly exceed the budgeted estimate. The secured property tax growth is expected to reach approximately 7.5% in FY 2020/21.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. Through August 31, 2020, less than \$0.1 million has been received in this category. Similar to the sales tax, almost all the year-to-date receipts through August have been accrued back to the prior year. TOT has been impacted severely by COVID-19. To

meet the budgeted estimate of \$17.6 million, collections would need to reach almost \$1.5 million per month. Actual collections have been tracking well below this level with monthly receipts averaging \$0.2 million in the last quarter when adjusted for the timing of payments. Assuming receipts improve from this extremely low collection level, TOT revenues may fall below the budgeted estimate by approximately \$11 million.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected \$0.2 million through August, which is 3.4% of the budgeted estimate of \$5.9 million. Receipts through August reflect franchise tax collections. This is an increase in collections compared to the same period last fiscal year, primarily due to differences in the revenue accruals. A small portion of documentary transfer tax revenue has been collected through August. Growth of approximately 1% from the prior year is needed to meet the revenue estimate.

Licenses & Permits: Includes business licenses, building permits, and other building and planning permits and fees. Overall licenses and permits revenue collections are slightly above par and totaled \$2.7 million, or 25.7% of the budget of \$10.4 million. These collections are significantly higher than the collection level experienced through the same period last fiscal year. Activity in the electric, plumbing, and mechanical permit accounts have seen the highest growth compared to last year. For the building development revenues, any excess revenues over expenditures will be placed in the Building Inspection Reserve. This reserve is also available to cover any difference if revenues fall below the expenditure level.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through August of \$28,000 is lower than the prior year actual collection level of \$89,000 as a result of lower activity levels in the collection charges, municipal fines, library fines, and traffic fines accounts. Given restricted activity levels as a result of COVID-19, collections in this category are anticipated to come in lower than the budgeted estimate of \$1.6 million.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through August 31, 2020, approximately \$30,000 has been collected. This collection level is well below the prior fiscal year level of \$5.04 million due to a one-time settlement payment of \$5.0 million received last year.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through August 31, 2020, collections totaled \$2.6 million or 7.0% of the budget. This reflects a 10% decrease compared to last year's collections through the same period of \$2.9 million, particularly in the planning and zoning fees, engineering fees, interdepartmental services and miscellaneous charges for services (includes parks and recreation fees). The lower collections in these areas were partially offset by higher receipts in the plan check and sign fee category. As a result of the COVID-19 safety precautions, the revenues from various recreational activities are expected to fall well below the budget.

Contribution in Lieu: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues as contribution-in-lieu of taxes. These revenues provide funding for general government services such as public safety, public works, parks and recreation, library, and administration. Through August, no revenues have been recorded but are expected to be received. Growth of 4% from the prior year is needed to meet the budgeted estimate of \$23.7 million.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$0.2 million, or 1.4% of the budget. The collections through August 31, 2020 are well below the prior year collections of \$1.2 million, reflecting accrual differences, the timing of payments, and lower interest earnings yields.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of scrap, and one-time miscellaneous revenues. As of August 31, 2020, collections of \$73,545 were 10% lower than collections through the same period last fiscal year.

Stadium Operation: The revenue for Stadium Operations totaled approximately \$0.1 million through August 31, 2020, which reflects charges for services.

General Fund Expenditures

As of August 31, 2020, \$58.8 million or 20.1% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund are within budgeted levels through August. Departmental expenditures totaled \$33.6 million, or 12.9% of the budget, which is below the par level of 16.7% of the budget. Several cost-control measures that were implemented last fiscal year remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures and restricted activity levels due to COVID-19, expenditures are expected to end the year below budget.

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

Function	FISCAL YEAR 2020/21				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 8/31/2020	Percentage Used	Actual Through 8/31/2019	Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	\$ 7,849,688	\$ 8,295,533	\$ 347,628	4.19%	\$ 628,145	\$ (280,517)	-44.66%
City Council	834,241	834,241	90,328	10.83%	130,327	(39,999)	-30.69%
City Clerk	2,070,555	2,091,412	305,611	14.61%	229,614	75,997	33.10%
City Manager	6,125,034	6,445,938	832,826	12.92%	782,332	50,494	6.45%
City Attorney	2,716,125	2,730,674	332,008	12.16%	317,303	14,705	4.63%
Human Resources	4,477,933	4,745,273	476,332	10.04%	608,298	(131,966)	-21.69%
Finance	17,456,419	17,951,242	2,237,018	12.46%	2,241,797	(4,779)	-0.21%
Total General Government	41,529,995	43,094,313	4,621,751	10.72%	4,937,816	(316,065)	-6.40%
PUBLIC WORKS	24,287,567	24,893,684	3,375,831	13.56%	3,768,809	(392,978)	-10.43%
COMMUNITY DEVELOPMENT	17,233,763	18,564,507	2,079,654	11.20%	2,131,898	(52,244)	-2.45%
PARKS AND RECREATION	22,987,124	23,738,192	2,521,990	10.62%	3,682,546	(1,160,556)	-31.52%
PUBLIC SAFETY							
Fire	58,731,539	59,195,497	8,694,486	14.69%	9,161,371	(466,885)	-5.10%
Police	78,033,073	78,118,360	10,990,560	14.07%	12,337,963	(1,347,403)	-10.92%
Total Public Safety	136,764,612	137,313,857	19,685,046	14.34%	21,499,334	(1,814,288)	-8.44%
LIBRARY	11,905,848	11,968,930	1,313,320	10.97%	1,588,577	(275,257)	-17.33%
DEPARTMENTAL TOTAL	254,708,909	259,573,483	33,597,592	12.94%	37,608,980	(4,011,388)	-10.67%
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	10,445	10,445	10,445	100.00%	428,445	(418,000)	-97.56%
Operating Transfer Out - Debt Services	2,500,344	2,500,344	2,500,344	100.00%	1,710,474	789,870	46.18%
Operating Transfer Out - Maintenance Dtrct	990,929	990,929	990,929	100.00%	917,331	73,598	8.02%
Operating Transfer Out - Cemetery	771,769	771,769	771,769	100.00%	703,490	68,279	9.71%
Operating Transfer Out - CIP	19,678,672	19,678,672	19,678,672	100.00%	11,643,676	8,034,996	69.01%
Operating Transfer Out - Reserves	924,654	924,654	924,654	100.00%	-	924,654	N/A
Total Other Financing Uses	24,876,813	24,876,813	24,876,813	100.00%	15,403,416	9,473,397	61.50%
STADIUM OPERATION	7,307,137	7,318,006	300,045	4.10%	1,149,015	(848,970)	-73.89%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 291,768,302	\$ 58,774,450	20.14%	\$ 54,161,411	\$ 4,613,039	8.52%

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program. Other program expenditures not described below are within expectations.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through August 31, 2020, expenditures were \$0.3 million, or 4.2% of the budget. This expenditure level is 45% lower than last fiscal year due to an expenditure booking difference for Silicon Valley Animal Control Authority (SVACA) that will be adjusted in September.

City Council: Through August 31, 2020, expenditures totaled \$0.1 million, or 11% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending decrease of approximately 31%. As a result of the cost reduction measures taken by the City, departments, citywide, eliminated or reduced as-needed staffing. The decrease in the City Council actuals is a result of that reduction.

City Manager: The actual expenditures through August 31, 2020 were at 13% of the budget, which is below par for this time of the year. This lower expenditure level is due, in part, to the timing of expenditures for interfund services, such as Information Technology services. Through the same period last fiscal year, expenditures are slightly higher by 6%. This reflects higher spending related to the Small Business Assistance Program.

City Attorney: Actual expenditures through August totaled \$0.3 million, which is 12.6% of the budget. Spending is slightly above the total expenditures through the same time last fiscal year by 4.6%. This reflects higher costs in the salary and benefits categories due to one additional position approved by the City Council for FY 2020/21.

City Clerk: Through August 31, 2020, actual expenditures were \$0.3 million or approximately 15% of the budget. This reflects an increase of 33% over last year's spending through the same period. The higher spending level is a result of Granicus contract costs that are paid every other year.

Community Development: This department consists of three divisions: Planning, Building, and Housing and Community Services. Through August, departmental expenditures of \$2.1 million were at 11.2% of the budget, which is below par. This reflects slightly lower personnel costs as well as lower actual non-personnel costs. When taking into consideration encumbrances, however, non-personnel expenditures are within expected levels through August.

Fire Department: Through August, actual expenditures totaled \$8.7 million, or 14.7% of the budget, which is slightly lower than par with the budget. These expenditures reflect a 5% decrease from expenditures through the same period last fiscal year. All COVID-19 related expenditures have been charged centrally to the Other City Department Operating Grant Trust Fund. The Fire Department has charged approximately \$0.3 million to this fund. Combined with the \$8.7 million charged in the General Fund, total Fire Department expenditures through August totaled \$9.0 million, or 15.2% of budget.

Police Department: Expenditures through August 31, 2020 are tracking at expected levels at \$11.0 million, or 14.1% of the budget; this is 11% lower than prior year expenditures through the same period. Similar to the Fire Department, Police Department expenditures related to COVID-19 have also been charged to the Other City Department Operating Grant Trust Fund. Through August, charges totaled approximately \$0.1 million, or 14.2% of budget.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$0.3 million through August 31, 2020 and are tracking below budgeted levels. Due to COVID-19, events at the Stadium have been cancelled or postponed causing a decrease in salary costs for public safety personnel and outside agency public safety costs.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of August 31, 2020. The amended budget for both reflects carryover appropriations from fiscal year 2019/20 in addition to various budget amendments approved by the City Council through August 2020. The revenues through the end of August totaled approximately \$0.5 million, while expenditures totaled \$0.8 million.

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

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 8/31/2020	Percentage received	Actual Through 8/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 285,000	\$ 285,000	\$ 15,166	5.32%	\$ 71,213	\$ (56,047)	-78.70%
City Affordable Housing Fund	781,703	781,703	27,859	3.56%	29,719	(1,860)	-6.26%
Housing Successor Fund	531,000	531,000	226,784	42.71%	221,430	5,354	2.42%
Housing and Urban Development	5,150,000	5,150,000	228,339	4.43%	41,724	186,615	447.26%
TOTAL	\$ 6,747,703	\$ 6,747,703	\$ 498,148	7.38%	\$ 364,086	\$ 134,062	36.82%

Fund Description	EXPENDITURES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 8/31/2020	Percentage used	Actual through 8/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 552,222	\$ 587,822	\$ 28,912	4.92%	\$ 19,119	\$ 9,793	51.22%
City Affordable Housing Fund	1,556,772	2,017,150	92,099	4.57%	194,592	(102,493)	-52.67%
Housing Successor Fund	5,964,944	6,162,712	184,870	3.00%	49,276	135,594	275.17%
Housing and Urban Development	5,150,000	5,897,929	515,802	8.75%	536,984	(21,182)	-3.94%
TOTAL	\$13,223,938	\$ 14,665,613	\$ 821,683	5.60%	\$ 799,971	\$ 21,712	2.71%

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through July 2020. As of August 31, 2020, these capital fund expenditures totaled \$2.1 million, or 1.7% of the amended budget. As part of the adoption of the FY 2020/21 and FY 2021/22 budget, capital funds were carried over from the prior fiscal year for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures will be brought forward as part of the FY 2019/20 year-end reconciliation process.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years.

CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENDITURES

EXPENDITURES - FISCAL YEAR 2020/21						
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 8/31/2020	Percentage Used	
Parks & Recreation	\$ 5,758,558	\$ 15,741,394	\$ 21,499,952	\$ 1,476,604	6.87%	
Streets & Highways	24,360,764	39,525,658	63,886,422	314,070	0.49%	
Storm Drain	4,489,447	7,220,645	11,710,092	32,646	0.28%	
Fire	290,796	715,373	1,006,169	2,358	0.23%	
Library	123,681	190,107	313,788	-	0.00%	
Public Buildings	1,737,751	9,975,548	11,713,299	70,924	0.61%	
General Gov't - Other	4,098,669	11,203,108	15,301,777	198,405	1.30%	
Related Santa Clara Developer	562,062	-	562,062	-	0.00%	
TOTAL	\$ 41,421,728	\$ 84,571,833	\$ 125,993,561	\$ 2,095,007	1.66%	

Financial Status Report as of August 31, 2020

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of August 31, 2020. Overall, revenues and expenditures are tracking below budgeted levels.

Effective fiscal year 2019/20, the City switched from a cash basis budgetary reporting to an accrual basis, which is reflected in the tables of this report. At the end of August 2020, revenue and expenditures are tracking lower than through the same period last fiscal year.

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

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 8/31/2020	Percentage received	Actual Through 8/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 515,406,680	\$ 515,406,680	\$ 48,301,982	9.37%	\$ 55,365,548	\$ (7,063,566)	-12.76%
Water Utility Fund	57,220,287	57,220,287	6,953,968	12.15%	7,485,971	(532,003)	-7.11%
Sewer Utility Fund	45,495,100	45,495,100	5,325,917	11.71%	4,474,372	851,545	19.03%
Cemetery Fund	600,000	600,000	80,829	13.47%	77,968	2,861	3.67%
Solid Waste Utility Fund	31,219,000	31,219,000	3,195,828	10.24%	2,816,884	378,944	13.45%
Water Recycling Fund	7,064,710	7,064,710	631,015	8.93%	898,303	(267,288)	-29.75%
TOTAL REVENUE	\$ 657,005,777	\$ 657,005,777	\$ 64,489,539	9.82%	\$ 71,119,046	\$ (6,629,507)	-9.32%

Fund Description	EXPENSES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 8/31/2020	Percentage Used	Actual through 8/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 474,259,218	\$ 475,468,120	\$ 52,656,020	11.07%	\$ 71,960,135	\$ (19,304,115)	-26.83%
Water Utility Fund	49,106,767	49,322,081	4,507,876	9.14%	5,760,671	(1,252,795)	-21.75%
Sewer Utility Fund	28,338,164	28,509,889	5,249,651	18.41%	5,589,863	(340,212)	-6.09%
Cemetery Fund	1,412,953	1,412,953	176,481	12.49%	194,210	(17,729)	-9.13%
Solid Waste Utility Fund	32,563,421	33,013,675	2,092,687	6.34%	2,105,754	(13,067)	-0.62%
Water Recycling Fund	5,867,938	5,871,208	1,310,473	22.32%	1,173,023	137,450	11.72%
TOTAL - Operating Appropriations	\$ 591,548,461	\$ 593,597,926	\$ 65,993,188	11.12%	\$ 86,783,656	\$ (20,790,468)	-23.96%

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

Financial Status Report as of August 31, 2020

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through August 2020 totaled \$15.8 million, or 5.8% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2020/21 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures will be completed as part of the FY 2019/20 year-end reconciliation process.

CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENSES

Fund Description	EXPENSES - FISCAL YEAR 2020/21					Prior Year
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 8/31/2020	Percentage Used	Actual Through 8/31/2019
Electric Utility Fund	\$ 64,592,602	\$ 112,296,667	\$ 176,889,269	\$ 11,618,228	6.57%	\$ 4,486,322
Street Lighting ⁽¹⁾	125,000	5,867,109	5,992,109	720	0.01%	5,395
Water Utility Fund	4,610,000	15,010,726	19,620,726	851,997	4.34%	307,421
Sewer Utility Fund	42,114,351	24,817,115	66,931,466	3,331,638	4.98%	4,921,824
Cemetery Fund	300,000	-	300,000	-	-	-
Solid Waste Utility Fund	882,000	150,000	1,032,000	2,719	0.26%	28,577
Water Recycling Fund	550,000	-	550,000	-	-	-
TOTAL - CIP Appropriations	\$ 113,173,952	\$ 158,141,618	\$ 271,315,570	\$ 15,805,302	5.83%	\$ 9,749,539

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

Fund Reserves

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

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2020/21, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

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

- Building Inspection Reserve accounts for surplus funds from user fees in the Community Development Department's Building Inspection Division and is restricted to fund Building Division costs.
- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA
RESERVE BALANCES
August 31, 2020**

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER	SEWER
Budget Stabilization Reserve	\$ 57,709,688			
Capital Projects Reserve	1,958,983			
Land Sale Reserve	24,488,392			
Building Inspection Reserve	12,284,067			
Technology Fee Reserve	485,129			
Rate Stabilization Fund Reserve		\$ 25,000,000		
DVR Power Plant Contracts Reserve		78,163		
Replacement & Improvement			\$ 303,090	
TOTALS	\$ 96,926,259	\$ 25,078,163	\$ 303,090	\$ -

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The loan from the General Fund to for Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

Fund Receiving Advance/Loan	Fund Making Advance/Loan	Type	Amount of Advance/Commitment
Cemetery	General Fund	Advance	\$ 7,111,149
Santa Clara Golf & Tennis Club	General Fund	Advance	4,224,134
Parks and Recreation Facilities	General Fund	Loan	9,033,044
TOTALS			\$ 20,368,327

Donations to the City of Santa Clara

Donations received by department during the month of August 2020 and for fiscal year 2020/21 are shown in the table below.

Department	Aug-20	Fiscal Year 2020/21 Year To Date	Donor	Designated Use
City Manager's Office	\$ 175	\$ 635	Various	Help Your Neighbor
Non-Departmental	-	14,331	Various	COVID-19
Parks and Recreation	10,915	10,915	Various	Case Management
TOTALS	\$ 11,090	\$ 25,881		



City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

August 2020

City of Santa Clara

Monthly Investment Report

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

All securities held by the City of Santa Clara as of August 31, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of August 31, 2020.

	<u>BOOK VALUE</u>	<u>PERCENTAGE</u>
City	\$742,198,795	99.50%
SOSA	22,386	0.00%
HA	<u>3,645,990</u>	<u>0.50%</u>
Unrestricted	\$745,867,171	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,145,941</u>	
Total Investments	<u>\$748,013,112</u>	

On August 31, 2020 the book value and market value of the City's unrestricted pooled investment portfolio were \$745,867,171 and \$769,662,300, respectively.

Investment Strategy and Market Update

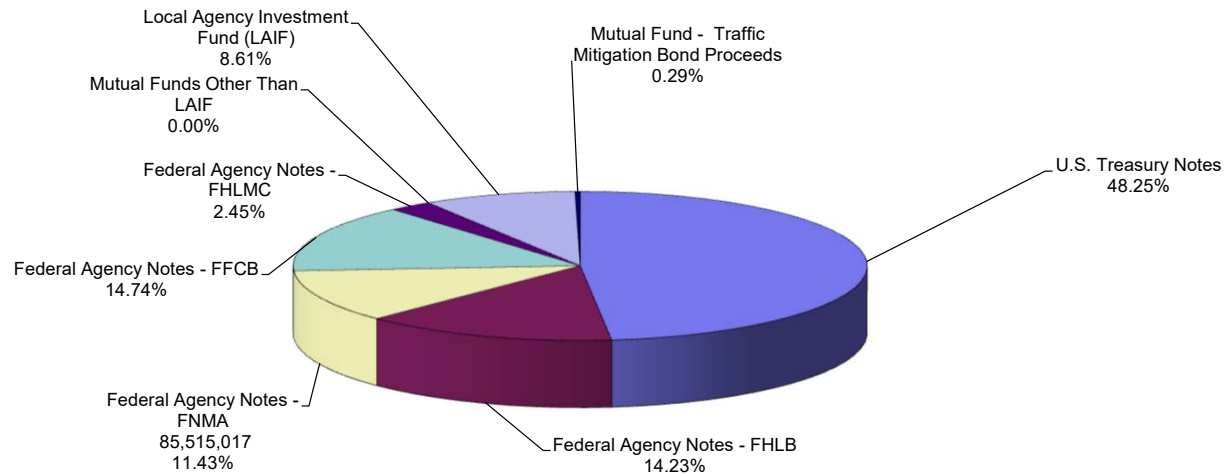
The City's investment strategy for August 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of August 31, 2020, 42.84% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.52 years and the City's portfolio yield vs. the 24-month moving average yield of two-year Treasury Notes (Benchmark Yield*) was as follows:

<u>PERIOD</u>	<u>CITY'S PORTFOLIO YIELD</u>	<u>BENCHMARK YIELD</u>	<u>AVERAGE MATURITY (YEARS)</u>
August 2020	1.64%	1.55%	2.52
July 2020	1.60%	1.65%	2.52
August 2019	2.04%	2.24%	2.03

**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS AUGUST 31, 2020**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	360,929,071	48.25%	No Limit
Federal Agency Notes - FHLB	106,475,149	14.23%	40%
Federal Agency Notes - FNMA	85,515,017	11.43%	40%
Federal Agency Notes - FFCB	110,264,621	14.74%	40%
Federal Agency Notes - FHLMC	18,260,274	2.45%	40%
Mutual Funds Other Than LAIF	-	0.00%	10% Per Fund
Local Agency Investment Fund (LAIF)	64,423,039	8.61%	\$65 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,145,941	0.29%	10% Per Fund
TOTAL INVESTMENTS	<u>\$ 748,013,112</u>	<u>100.00%</u>	



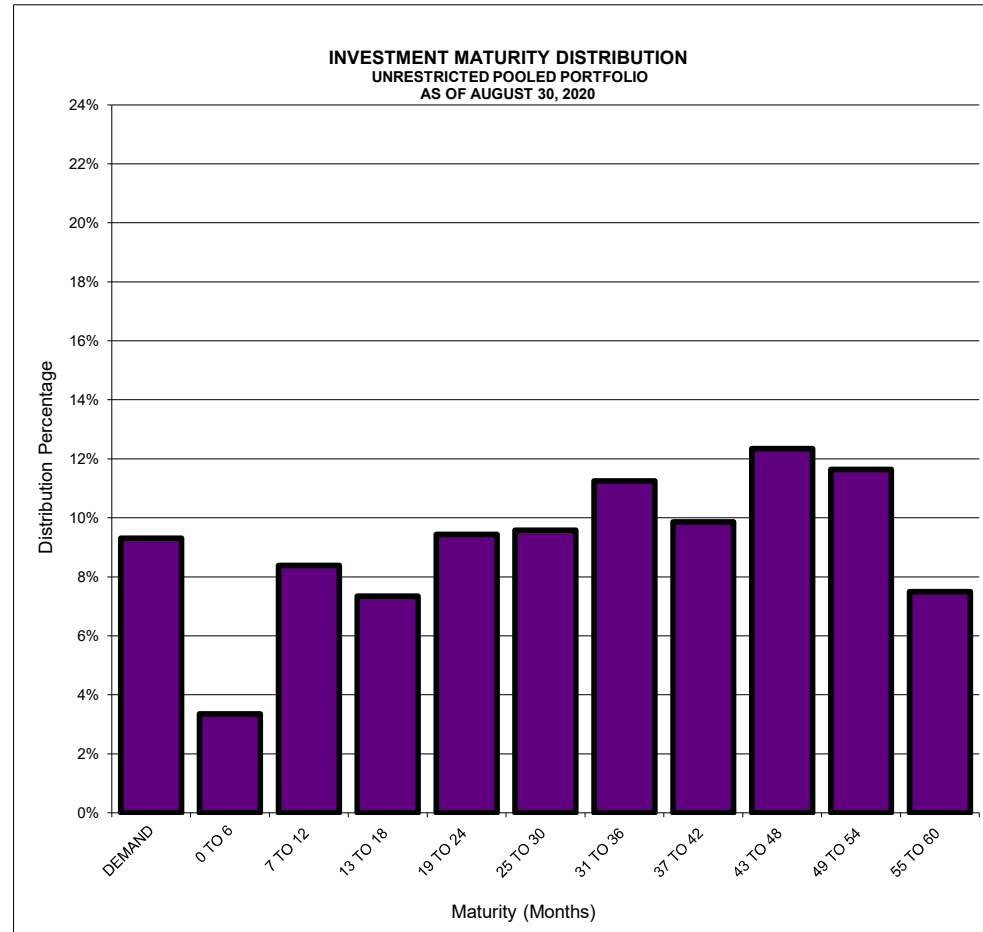
CITY OF SANTA CLARA

**INVESTMENT MATURITY DISTRIBUTION
AS OF AUGUST 31, 2020
UNRESTRICTED POOLED PORTFOLIO**

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	\$ 69,464,426 (a)	4	9.31%
0 TO 6	24,996,589	3	3.35%
7 TO 12	62,613,212	11	8.39%
13 TO 18	54,766,643	10	7.34%
19 TO 24	70,416,771	12	9.44%
25 TO 30	71,415,435	12	9.58%
31 TO 36	83,880,013	13	11.25%
37 TO 42	73,574,280	14	9.86%
43 TO 48	92,006,151	17	12.34%
49 TO 54	86,819,698	13	11.64%
55 TO 60	55,913,953	6	7.50%
TOTAL	\$ 745,867,171	115	100.00%

Average Maturity of Unrestricted Pool: 2.52 Years

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



CITY OF SANTA CLARA

**List of Securities Brokers and Primary Dealers
in U.S. Government Securities and Mutual Funds**

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Ladenburg Thalmann & Co. Inc.

UBS Financial Services

All individuals securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with Wells Fargo Bank, N.A..



Market Inventory

Attachment A

As Of Date: 08/31/2020

Date Basis: Settlement

Run: 09/01/2020 02:05:07 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
Inv Type: 12 TREASURY NOTES												
17296	912828Q37	TREASURY NOTES	02/14/2017	03/31/2021	1.250000	1.803695	5,000,000.00	4,973,516.87	5,031,250.00	100.625000	57,733.13	IDC-FIS
17322	9128284G2	TREASURY NOTES	06/19/2018	04/15/2021	2.375000	2.662058	5,000,000.00	4,986,277.73	5,068,750.00	101.375000	82,472.27	IDC-FIS
17343	912828WR7	TREASURY NOTES	02/19/2019	06/30/2021	2.125000	2.496231	5,000,000.00	4,982,102.85	5,080,850.00	101.617000	98,747.15	IDC-FIS
17369	912828WY2	TREASURY NOTES	10/24/2019	07/31/2021	2.250000	1.621904	10,000,000.00	10,061,409.16	10,187,500.00	101.875000	126,090.84	IDC-FIS
17338	9128285F3	TREASURY NOTES	01/17/2019	10/15/2021	2.875000	2.543204	5,000,000.00	5,023,776.86	5,151,950.00	103.039000	128,173.14	IDC-FIS
17321	912828U65	TREASURY NOTES	05/22/2018	11/30/2021	1.750000	2.805608	10,000,000.00	9,850,529.23	10,196,900.00	101.969000	346,370.77	IDC-FIS
17306	912828U81	TREASURY NOTES	11/09/2017	12/31/2021	2.000000	1.914991	5,000,000.00	5,006,083.73	5,123,050.00	102.461000	116,966.27	IDC-FIS
17312	912828V72	TREASURY NOTES	02/26/2018	01/31/2022	1.875000	2.530589	5,000,000.00	4,953,458.19	5,121,500.00	102.430000	168,041.81	IDC-FIS
17297	912828J43	TREASURY NOTES	03/03/2017	02/28/2022	1.750000	2.067799	5,000,000.00	4,977,578.17	5,119,750.00	102.395000	142,171.83	IDC-FIS
17334	912828J43	TREASURY NOTES	12/14/2018	02/28/2022	1.750000	2.763338	5,000,000.00	4,928,067.67	5,119,750.00	102.395000	191,682.33	IDC-FIS
17309	912828W89	TREASURY NOTES	01/25/2018	03/31/2022	1.875000	2.368364	5,000,000.00	4,953,347.70	5,136,550.00	102.731000	183,202.30	IDC-FIS
17308	912828X47	TREASURY NOTES	01/22/2018	04/30/2022	1.875000	2.361028	5,000,000.00	4,954,061.22	5,143,750.00	102.875000	189,688.78	IDC-FIS
17300	912828XD7	TREASURY NOTES	06/09/2017	05/31/2022	1.875000	1.772818	5,000,000.00	5,009,716.82	5,151,000.00	103.020000	141,283.18	IDC-FIS
17335	912828XG0	TREASURY NOTES	12/21/2018	06/30/2022	2.125000	2.638411	5,000,000.00	4,951,322.12	5,180,650.00	103.613000	229,327.88	IDC-FIS
17375	912828XG0	TREASURY NOTES	11/25/2019	06/30/2022	2.125000	1.596160	10,000,000.00	10,103,032.29	10,361,300.00	103.613000	258,267.71	IDC-FIS
17394	912828XG0	TREASURY NOTES	03/25/2020	06/30/2022	2.125000	.351460	10,000,000.00	10,352,599.76	10,361,300.00	103.613000	8,700.24	IDC-FIS
17315	9128282P4	TREASURY NOTES	03/27/2018	07/31/2022	1.875000	2.591504	5,000,000.00	4,932,711.34	5,165,650.00	103.313000	232,938.66	IDC-FIS
17303	912828L24	TREASURY NOTES	09/29/2017	08/31/2022	1.875000	1.913317	5,000,000.00	4,996,355.00	5,173,450.00	103.469000	177,095.00	IDC-FIS
17304	912828L57	TREASURY NOTES	10/06/2017	09/30/2022	1.750000	1.958257	5,000,000.00	4,975,336.54	5,168,350.00	103.367000	193,013.46	IDC-FIS
17318	9128282W9	TREASURY NOTES	04/20/2018	09/30/2022	1.875000	2.739970	5,000,000.00	4,898,982.07	5,180,850.00	103.617000	281,867.93	IDC-FIS
17305	912828M49	TREASURY NOTES	10/31/2017	10/31/2022	1.875000	2.071694	5,000,000.00	4,976,757.82	5,187,900.00	103.758000	211,142.18	IDC-FIS
17307	912828M80	TREASURY NOTES	12/18/2017	11/30/2022	2.000000	2.168858	5,000,000.00	4,980,098.87	5,208,800.00	104.176000	228,701.13	IDC-FIS
17320	912828N30	TREASURY NOTES	05/15/2018	12/31/2022	2.125000	2.835579	10,000,000.00	9,834,650.35	10,461,300.00	104.613000	626,649.65	IDC-FIS
17398	912828Z29	TREASURY NOTES	04/21/2020	01/15/2023	1.500000	.237587	10,000,000.00	10,314,157.91	10,323,100.00	103.231000	8,942.09	IDC-FIS
17311	912828P38	TREASURY NOTES	02/14/2018	01/31/2023	1.750000	2.566484	5,000,000.00	4,904,738.38	5,194,900.00	103.898000	290,161.62	IDC-FIS
17314	912828P79	TREASURY NOTES	02/28/2018	02/28/2023	1.500000	2.682776	10,000,000.00	9,725,903.61	10,339,100.00	103.391000	613,196.39	IDC-FIS
17317	912828Q29	TREASURY NOTES	04/11/2018	03/31/2023	1.500000	2.624318	10,000,000.00	9,686,139.54	10,350,000.00	103.500000	663,860.46	IDC-FIS
17319	912828R28	TREASURY NOTES	05/09/2018	04/30/2023	1.625000	2.824390	10,000,000.00	9,666,968.22	10,394,100.00	103.941000	727,131.78	IDC-FIS
17323	912828R69	TREASURY NOTES	07/17/2018	05/31/2023	1.625000	2.763323	10,000,000.00	9,682,915.26	10,406,600.00	104.066000	723,684.74	IDC-FIS
17339	912828S35	TREASURY NOTES	01/17/2019	06/30/2023	1.375000	2.549274	5,000,000.00	4,834,585.10	5,172,650.00	103.453000	338,064.90	IDC-FIS
17378	912828S35	TREASURY NOTES	12/18/2019	06/30/2023	1.375000	1.682342	5,000,000.00	4,955,443.62	5,172,650.00	103.453000	217,206.38	IDC-FIS
17395	912828S35	TREASURY NOTES	04/01/2020	06/30/2023	1.375000	.285312	10,000,000.00	10,324,925.51	10,345,300.00	103.453000	20,374.49	IDC-FIS
17326	912828Y61	TREASURY NOTES	09/18/2018	07/31/2023	2.750000	2.899455	5,000,000.00	4,979,197.96	5,378,150.00	107.563000	398,952.04	IDC-FIS
17328	912828Y61	TREASURY NOTES	09/28/2018	07/31/2023	2.750000	2.961654	5,000,000.00	4,970,591.40	5,378,150.00	107.563000	407,558.60	IDC-FIS
17324	9128282D1	TREASURY NOTES	09/13/2018	08/31/2023	1.375000	2.867264	5,000,000.00	4,793,045.88	5,183,000.00	103.660000	389,954.12	IDC-FIS
17330	912828T26	TREASURY NOTES	11/14/2018	09/30/2023	1.375000	3.011415	7,500,000.00	7,103,612.30	7,781,850.00	103.758000	678,237.70	IDC-FIS



Market Inventory

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As Of Date: 08/31/2020

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Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17340	912828T91	TREASURY NOTES	01/28/2019	10/31/2023	1.625000	2.579465	5,000,000.00	4,843,796.55	5,231,850.00	104.637000	388,053.45	IDC-FIS
17345	912828U57	TREASURY NOTES	02/28/2019	11/30/2023	2.125000	2.496362	5,000,000.00	4,939,083.20	5,317,400.00	106.348000	378,316.80	IDC-FIS
17397	912828U57	TREASURY NOTES	04/20/2020	11/30/2023	2.125000	.263467	5,000,000.00	5,323,727.73	5,317,400.00	106.348000	-6,327.73	IDC-FIS
17346	912828V23	TREASURY NOTES	03/14/2019	12/31/2023	2.250000	2.437027	5,000,000.00	4,969,243.80	5,345,100.00	106.902000	375,856.20	IDC-FIS
17342	912828V80	TREASURY NOTES	02/14/2019	01/31/2024	2.250000	2.524589	5,000,000.00	4,955,092.36	5,353,300.00	107.066000	398,207.64	IDC-FIS
17396	912828529	TREASURY NOTES	04/15/2020	01/31/2024	2.500000	.336639	5,000,000.00	5,375,674.72	5,395,700.00	107.914000	20,025.28	IDC-FIS
17347	912828W48	TREASURY NOTES	03/20/2019	02/29/2024	2.125000	2.440257	5,000,000.00	4,948,416.27	5,339,050.00	106.781000	390,633.73	IDC-FIS
17352	912828W71	TREASURY NOTES	04/30/2019	03/31/2024	2.125000	2.319173	5,000,000.00	4,963,502.54	5,346,500.00	106.930000	382,997.46	IDC-FIS
17353	912828X70	TREASURY NOTES	05/17/2019	04/30/2024	2.000000	2.202374	5,000,000.00	4,961,874.14	5,330,100.00	106.602000	368,225.86	IDC-FIS
17359	912828WJ5	TREASURY NOTES	08/16/2019	05/15/2024	2.500000	1.428853	5,000,000.00	5,206,218.69	5,426,950.00	108.539000	220,731.31	IDC-FIS
17367	912828WJ5	TREASURY NOTES	10/11/2019	05/15/2024	2.500000	1.498657	5,000,000.00	5,192,709.89	5,426,950.00	108.539000	234,240.11	IDC-FIS
17361	912828XX3	TREASURY NOTES	08/30/2019	06/30/2024	2.000000	1.414330	5,000,000.00	5,112,706.16	5,343,350.00	106.867000	230,643.84	IDC-FIS
17376	912828628	TREASURY NOTES	12/13/2019	06/30/2024	1.750000	1.739161	7,250,000.00	7,252,987.19	7,679,055.00	105.918000	426,067.81	IDC-FIS
17364	9128282N9	TREASURY NOTES	09/11/2019	07/31/2024	2.125000	1.556000	5,000,000.00	5,109,042.57	5,375,400.00	107.508000	266,357.43	IDC-FIS
17390	9128282U3	TREASURY NOTES	03/11/2020	08/31/2024	1.875000	.621947	5,000,000.00	5,246,412.97	5,331,650.00	106.633000	85,237.03	IDC-FIS
17370	9128282Y5	TREASURY NOTES	10/28/2019	09/30/2024	2.125000	1.630859	5,000,000.00	5,106,312.10	5,388,500.00	107.770000	282,187.90	IDC-FIS
17373	9128283D0	TREASURY NOTES	11/19/2019	10/31/2024	2.250000	1.636035	10,000,000.00	10,264,263.00	10,843,800.00	108.438000	579,537.00	IDC-FIS
17379	9128283J7	TREASURY NOTES	01/07/2020	11/30/2024	2.125000	1.617525	5,000,000.00	5,109,238.20	5,401,950.00	108.039000	292,711.80	IDC-FIS
17380	9128283P3	TREASURY NOTES	01/08/2020	12/31/2024	2.250000	1.618632	10,000,000.00	10,271,844.08	10,869,500.00	108.695000	597,655.92	IDC-FIS
17399	912828Z52	TREASURY NOTES	04/23/2020	01/31/2025	1.375000	.365012	5,000,000.00	5,224,986.57	5,251,000.00	105.020000	26,013.43	IDC-FIS
17389	9128283Z1	TREASURY NOTES	03/09/2020	02/28/2025	2.750000	.605325	10,000,000.00	10,947,941.11	11,122,300.00	111.223000	174,358.89	IDC-FIS
Subtotal					1.954689	1.932777	359,750,000.00	360,929,070.89	376,938,455.00	104.777889	16,009,384.11	

Inv Type: 21 FHLB MEDIUM TERM NOTES

17256	313370US5	FHLB MEDIUM TERM NO	07/22/2016	09/11/2020	2.875000	1.175915	5,000,000.00	5,041,386.81	5,003,650.00	100.073000	-37,736.81	IDC-FIS
17282	3130A1W95	FHLB MEDIUM TERM NO	11/18/2016	06/11/2021	2.250000	1.696591	5,000,000.00	5,026,436.97	5,082,950.00	101.659000	56,513.03	IDC-FIS
17387	3130A1W95	FHLB MEDIUM TERM NO	02/26/2020	06/11/2021	2.250000	1.258135	5,000,000.00	5,048,919.75	5,082,950.00	101.659000	34,030.25	IDC-FIS
17286	3130A8QS5	FHLB MEDIUM TERM NO	11/29/2016	07/14/2021	1.125000	1.814259	5,000,000.00	4,967,168.84	5,042,600.00	100.852000	75,431.16	IDC-FIS
17277	313378JP7	FHLB MEDIUM TERM NO	11/01/2016	09/10/2021	2.375000	1.428993	5,000,000.00	5,068,330.10	5,114,850.00	102.297000	46,519.90	IDC-FIS
17341	3130AFFN2	FHLB MEDIUM TERM NO	02/11/2019	12/10/2021	3.000000	2.497201	5,000,000.00	5,036,060.70	5,181,750.00	103.635000	145,689.30	IDC-FIS
17393	313378CR0	FHLB MEDIUM TERM NO	03/16/2020	03/11/2022	2.250000	.716855	5,000,000.00	5,152,462.50	5,158,050.00	103.161000	7,150.00	IDC-FIS
17333	313383WD9	FHLB MEDIUM TERM NO	12/13/2018	09/09/2022	3.125000	2.898026	5,000,000.00	5,026,601.32	5,295,600.00	105.912000	268,998.68	IDC-FIS
17363	3130A3DL5	FHLB MEDIUM TERM NO	09/06/2019	09/08/2023	2.375000	1.527008	5,000,000.00	5,143,379.72	5,311,800.00	106.236000	168,420.28	IDC-FIS
17336	3130A0F70	FHLB MEDIUM TERM NO	01/09/2019	12/08/2023	3.375000	2.727479	5,000,000.00	5,105,256.40	5,501,900.00	110.038000	396,643.60	IDC-FIS
17392	3130A3VC5	FHLB MEDIUM TERM NO	03/13/2020	12/08/2023	2.250000	.715013	5,000,000.00	5,264,217.38	5,320,550.00	106.411000	56,332.62	IDC-FIS
17350	3130AB3H7	FHLB MEDIUM TERM NO	04/12/2019	03/08/2024	2.375000	2.380001	5,000,000.00	4,999,018.25	5,359,400.00	107.188000	360,381.75	IDC-FIS
17374	3130A1XJ2	FHLB MEDIUM TERM NO	11/21/2019	06/14/2024	2.875000	1.641007	5,000,000.00	5,236,652.25	5,489,200.00	109.784000	252,547.75	IDC-FIS
17365	3130AGWK7	FHLB MEDIUM TERM NO	09/19/2019	08/15/2024	1.500000	1.644760	5,000,000.00	4,972,299.11	5,247,950.00	104.959000	275,650.89	IDC-FIS



Market Inventory

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City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17368	3130A2UW4	FHLB MEDIUM TERM NO	10/17/2019	09/13/2024	2.875000	1.656994	5,000,000.00	5,262,003.90	5,524,600.00	110.492000	262,596.10	IDC-FIS
17391	3130A3GE8	FHLB MEDIUM TERM NO	03/13/2020	12/13/2024	2.750000	.768165	5,000,000.00	5,436,587.50	5,505,800.00	110.116000	69,212.50	IDC-FIS
17400	3130A4CH3	FHLB MEDIUM TERM NO	04/28/2020	03/14/2025	2.375000	.665003	10,000,000.00	10,848,367.78	10,920,700.00	109.207000	101,360.00	IDC-FIS
Subtotal					2.469028	1.535278	90,000,000.00	92,635,149.28	95,144,300.00	105.715889	2,539,741.00	

Inv Type: 22 FHLB COUPON NOTES

17354	3130AGMK8	FHLB COUPON NOTES	06/28/2019	06/28/2024	2.220000	2.220000	5,000,000.00	5,000,000.00	5,065,100.00	101.302000	65,100.00	IDC-FIS
17360	3130AGXF7	FHLB COUPON NOTES	08/26/2019	08/26/2024	1.650000	1.650000	5,000,000.00	5,000,000.00	5,060,300.00	101.206000	60,300.00	IDC-FIS
17371	3130AHGL1	FHLB COUPON NOTES	11/04/2019	11/04/2024	1.875000	1.875000	3,840,000.00	3,840,000.00	3,898,444.80	101.522000	58,444.80	IDC-FIS
Subtotal					1.918353	1.918353	13,840,000.00	13,840,000.00	14,023,844.80	101.328358	183,844.80	

Inv Type: 23 FNMA COUPON NOTE

17270	3136G4BD4	FNMA COUPON NOTE	09/29/2016	03/29/2021	1.350000	1.350000	5,540,000.00	5,540,000.00	5,578,059.80	100.687000	38,059.80	IDC-FIS
Subtotal					1.350000	1.350000	5,540,000.00	5,540,000.00	5,578,059.80	100.687000	38,059.80	

Inv Type: 24 FNMA MEDIUM TERM NOTE

17238	3135G0F73	FNMA MEDIUM TERM NO	03/17/2016	11/30/2020	1.500000	1.601110	10,000,000.00	9,995,134.90	10,034,500.00	100.345000	39,365.10	IDC-FIS
17279	3135G0H55	FNMA MEDIUM TERM NO	11/16/2016	12/28/2020	1.875000	1.584161	5,000,000.00	5,006,986.96	5,028,350.00	100.567000	21,363.04	IDC-FIS
17248	3136G02F7	FNMA MEDIUM TERM NO	06/03/2016	05/07/2021	1.600000	1.474085	2,000,000.00	2,002,411.83	2,019,920.00	100.996000	17,508.17	IDC-FIS
17268	3135G0N82	FNMA MEDIUM TERM NO	08/25/2016	08/17/2021	1.250000	1.298063	10,000,000.00	9,995,374.92	10,107,100.00	101.071000	111,725.08	IDC-FIS
17271	3135G0Q89	FNMA MEDIUM TERM NO	10/11/2016	10/07/2021	1.375000	1.450052	5,000,000.00	4,994,596.05	5,066,850.00	101.337000	72,253.95	IDC-FIS
17329	3135G0S38	FNMA MEDIUM TERM NO	10/11/2018	01/05/2022	2.000000	3.012476	5,000,000.00	4,928,161.93	5,127,450.00	102.549000	199,288.07	IDC-FIS
17310	3135G0T78	FNMA MEDIUM TERM NO	01/29/2018	10/05/2022	2.000000	2.496939	5,000,000.00	4,941,733.33	5,190,200.00	103.804000	248,466.67	IDC-FIS
17377	3135G0V75	FNMA MEDIUM TERM NO	12/18/2019	07/02/2024	1.750000	1.732000	5,000,000.00	5,003,434.04	5,276,150.00	105.523000	272,715.96	IDC-FIS
17404	3135G0V75	FNMA MEDIUM TERM NO	05/15/2020	07/02/2024	1.750000	.377002	10,000,000.00	10,543,934.66	10,552,300.00	105.523000	8,365.34	IDC-FIS
17382	3135G0X24	FNMA MEDIUM TERM NO	01/23/2020	01/07/2025	1.625000	1.627706	7,500,000.00	7,499,114.91	7,921,875.00	105.625000	422,760.09	IDC-FIS
17401	3135G03U5	FNMA MEDIUM TERM NO	05/08/2020	04/22/2025	.625000	.521429	10,000,000.00	10,053,030.56	10,090,700.00	100.907000	40,100.00	IDC-FIS
17410	3135G04Z3	FNMA MEDIUM TERM NO	07/20/2020	06/17/2025	.500000	.463065	5,000,000.00	5,011,102.78	5,008,950.00	100.179000	0.00	BOOK
Subtotal					1.436310	1.334153	79,500,000.00	79,975,016.87	81,424,345.00	102.420560	1,453,911.47	

Inv Type: 26 FFCB MEDIUM TERM NOTES

17234	3133EFY24	FFCB MEDIUM TERM NO	02/18/2016	02/10/2021	1.375000	1.490028	10,000,000.00	9,994,466.74	10,054,700.00	100.547000	60,233.26	IDC-FIS
17386	3133EGYS8	FFCB MEDIUM TERM NO	02/05/2020	04/14/2022	1.400000	1.451035	5,000,000.00	4,994,968.17	5,099,650.00	101.993000	104,681.83	IDC-FIS
17357	3133EKVE3	FFCB MEDIUM TERM NO	07/19/2019	07/19/2022	1.850000	1.889266	5,000,000.00	4,996,208.67	5,156,300.00	103.126000	160,091.33	IDC-FIS
17358	3133EKYJ9	FFCB MEDIUM TERM NO	08/14/2019	08/05/2022	1.850000	1.643841	5,000,000.00	5,019,985.46	5,159,600.00	103.192000	139,614.54	IDC-FIS
17366	3133EHM91	FFCB MEDIUM TERM NO	10/08/2019	11/01/2022	2.080000	1.440040	1,800,000.00	1,828,040.51	1,872,792.00	104.044000	44,751.49	IDC-FIS
17316	3133EJGU7	FFCB MEDIUM TERM NO	03/29/2018	12/16/2022	2.710000	2.638022	5,000,000.00	5,008,434.54	5,284,700.00	105.694000	276,265.46	IDC-FIS



Market Inventory

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INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17332	3133EJSD2	FFCB MEDIUM TERM NO	11/29/2018	06/19/2023	2.890000	2.983126	5,000,000.00	4,987,007.52	5,370,600.00	107.412000	383,592.48	IDC-FIS
17381	3133ELHZ0	FFCB MEDIUM TERM NO	01/17/2020	07/17/2023	1.600000	1.610620	5,000,000.00	4,998,457.95	5,194,900.00	103.898000	196,442.05	IDC-FIS
17327	3133EJWV7	FFCB MEDIUM TERM NO	09/18/2018	08/14/2023	2.900000	3.000958	5,000,000.00	4,985,981.41	5,389,950.00	107.799000	403,968.59	IDC-FIS
17331	3133EJD48	FFCB MEDIUM TERM NO	11/28/2018	10/02/2023	3.050000	3.024022	7,575,000.00	7,581,222.83	8,224,026.00	108.568000	642,803.17	IDC-FIS
17355	3133EHN25	FFCB MEDIUM TERM NO	06/27/2019	11/01/2023	2.200000	1.866116	2,965,000.00	2,998,072.60	3,145,449.90	106.086000	147,377.30	IDC-FIS
17348	3133EKBW5	FFCB MEDIUM TERM NO	03/21/2019	02/27/2024	2.610000	2.466241	5,000,000.00	5,023,484.31	5,401,500.00	108.030000	378,015.69	IDC-FIS
17362	3133EKHV1	FFCB MEDIUM TERM NO	09/05/2019	07/22/2024	2.450000	1.384069	5,000,000.00	5,205,358.59	5,408,750.00	108.175000	203,391.41	IDC-FIS
17372	3133EK4Y9	FFCB MEDIUM TERM NO	11/12/2019	11/01/2024	1.650000	1.806956	5,000,000.00	4,966,368.61	5,266,300.00	105.326000	299,931.39	IDC-FIS
17406	3133ELJM7	FFCB MEDIUM TERM NO	05/19/2020	01/23/2025	1.650000	.555648	7,320,000.00	7,675,110.92	7,723,698.00	105.515000	48,587.08	IDC-FIS
17405	3133ELZM9	FFCB MEDIUM TERM NO	05/18/2020	05/14/2025	.500000	.534983	10,000,000.00	9,983,355.56	9,982,800.00	99.828000	0.00	BOOK
17408	3133ELH23	FFCB MEDIUM TERM NO	06/17/2020	06/09/2025	.500000	.505008	10,000,000.00	9,998,651.11	9,997,540.00	99.975400	0.00	BOOK
Subtotal					1.795021	1.649051	99,660,000.00	100,245,175.50	103,733,255.90	104.087152	3,489,747.07	

Inv Type: 27 FFCB COUPON NOTES

17409	3133ELR71	FFCB MEDIUM TERM NO	07/15/2020	07/02/2025	.500000	.464007	10,000,000.00	10,019,445.56	10,017,640.00	100.176400	0.00	BOOK
Subtotal					.500000	.464007	10,000,000.00	10,019,445.56	10,017,640.00	100.176400	0.00	

Inv Type: 28 FHLMC MEDIUM TERM NOTES

17388	3134G9M20	FHLMC MEDIUM TERM N	02/26/2020	07/26/2021	1.875000	1.275218	5,000,000.00	5,029,592.64	5,078,050.00	101.561000	48,457.36	IDC-FIS
17402	3137EAER6	FHLMC MEDIUM TERM N	05/11/2020	05/05/2023	.375000	.277020	5,000,000.00	5,014,753.33	5,013,150.00	100.263000	-1,395.00	IDC-FIS
17407	3137EAEP0	FHLMC MEDIUM TERM N	05/21/2020	02/12/2025	1.500000	.526022	5,000,000.00	5,215,927.22	5,245,650.00	104.913000	29,722.78	IDC-FIS
Subtotal					1.253903	.691122	15,000,000.00	15,260,273.19	15,336,850.00	102.245667	76,785.14	

Inv Type: 29 FHLMC COUPON NOTES

17351	3134GTKG7	FHLMC COUPON NOTES	05/03/2019	05/03/2024	2.600000	2.600000	3,000,000.00	3,000,000.00	3,042,510.00	101.417000	42,510.00	IDC-FIS
Subtotal					2.600000	2.600000	3,000,000.00	3,000,000.00	3,042,510.00	101.417000	42,510.00	

Inv Type: 99 LOCAL AGENCY INVESTMENT FUND

16059		STATE OF CA DEMAND	09/30/1997	09/01/2020	1.335841	1.335841	64,423,039.45	64,423,039.45	64,423,039.45	100.000000	0.00	BOOK
Subtotal					1.335841	1.335841	64,423,039.45	64,423,039.45	64,423,039.45	100.000000	0.00	

Inv Type: 315 MUTUAL FUNDS-DREYFUS

16064		DREYFUS TREASURY CA	10/31/1997	09/01/2020	.038808	.038808	2,145,941.45	2,145,941.45	2,145,941.45	100.000000	0.00	BOOK
Subtotal					.038808	.038808	2,145,941.45	2,145,941.45	2,145,941.45	100.000000	0.00	

Grand Total					Count 114	1.846424	1.677767	742,858,980.90	748,013,112.19	771,808,241.40	103.897006	23,833,983.39
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FY 2020/21 Budget Amendments

General Fund (001)			
Department/Item	Source of Funds	Use of Funds	Explanation
Donations / City Manager's Office - Small Business Assistance Program	5,000	5,000	Recognizes and appropriates donations through the Santa Clara Fire Fighter's Foundation to the Small Business Assistance Program in the City Manager's Office operating budget.
Transfer to the Related Santa Clara Developer Fund		39,942	Establishes a transfer to the Other Development Services Project in the Related Santa Clara Developer Fund to create a central allocation for all Related Santa Clara funding and expenses. These costs are related to contracts that are currently accounted for in the City Manager's Office and City Attorney's Office encumbrances.
City Attorney's Office - Encumbrances		(8,523)	Decreases the City Attorney's Office encumbrances in the General Fund and transfers them to the Related Santa Clara Developer Fund. This is in an effort to centralize all expenditures pertaining to the Related Santa Clara project.
City Manager's Office - Encumbrances		(31,419)	Decreases the City Manager's Office encumbrances in the General Fund and transfers them to the Related Santa Clara Developer Fund. This is in an effort to centralize all expenditures pertaining to the Related Santa Clara project.
Transfer to the Housing and Urban Development Fund		(1,500,000)	As part of the budget actions to allocate the Santana West Settlement funds approved on September 1, 2020, \$1.5 million was transferred from the General Fund to the Housing and Urban Development Fund and appropriated to the Emergency Rental Assistance Program. Since that fund is restricted to entitlement and grants from the U.S. Housing and Urban Development Department, this action reverses that transfer. In a separate action below, these funds are transferred to the City Affordable Housing Fund to support the Emergency Rental Assistance Program.
Transfer to the City Affordable Housing Fund		1,500,000	Establishes a transfer to the City Affordable Housing Fund for the Emergency Rental Assistance Program that is supported by the Santana West Settlement. This offsets the action recommended above.
	5,000	5,000	

FY 2020/21 Budget Amendments

City Affordable Housing Fund (165)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund / Emergency Rental Assistance Program	1,500,000	1,500,000	Recognizes a transfer from the General Fund and appropriates the funding to the Emergency Rental Assistance Program that is supported by the Santana West Settlement. On September 1, 2020, the Council approved the distribution of Santana West Settlement funds, including a transfer of \$1.5 million to the Housing and Urban Development Fund for the Emergency Rental Assistance Program. Since that fund is restricted to entitlements and grants from the U.S. Housing and Urban Development Department, this action appropriates the \$1.5 million to the City Affordable Housing Fund. Corresponding actions are included in the General Fund and the Housing and Urban Development Fund.
	1,500,000	1,500,000	

Housing and Urban Development Fund (562)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund/Emergency Rental Assistance Program	(1,500,000)	(1,500,000)	Eliminates the \$1.5 million transfer from the General Fund and the Emergency Rental Assistance Program appropriation that was supported by the Santana West Settlement. On September 1, 2020, the Council approved the distribution of Santana West Settlement funds, including a transfer of \$1.5 million to the Housing and Urban Development Fund for the Emergency Rental Assistance Program. Since that fund is restricted to entitlements and grants from the U.S. Housing and Urban Development Department, this action removes the funding and appropriation for this program. In a separate action, these funds are appropriated to the City Affordable Housing Fund to support the Emergency Rental Assistance Program.
	(1,500,000)	(1,500,000)	

FY 2020/21 Budget Amendments

Expendable Trust Fund (079)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Related Santa Clara Developer Fund		253,734	Establishes a transfer to the Other Development Services Project Services project in the Related Santa Clara Developer Fund to create a central allocation for all Related Santa Clara funding and expenses.
City Manager's Office - Related Santa Clara Encumbrances		(253,734)	Decreases the City Manager's Office encumbrances in the Expendable Trust Fund and transfers them to the Related Santa Clara Developer Fund. This is in an effort to centralize all expenditures pertaining to the Related Santa Clara project.
SVACA Reimbursement/ Information Technology Services	17,362	17,362	Recognizes revenue from the Silicon Valley Animal Control Authority (SVACA) and establishes an appropriation to account for the Information Technology services provided to SVACA.
SVACA Reimbursement/ Public Works Fleet Services	30,189	30,189	Recognizes revenue from the Silicon Valley Animal Control Authority (SVACA) and establishes an appropriation to account for the Public Work's fleet services provided to SVACA.
	47,551	47,551	

Certified Access Specialist (CASp) Certification and Training Fund (220)

Department/Item	Source of Funds	Use of Funds	Explanation
Community Development - Building - Materials/Services/Supplies		48,000	This action allocates funding for staff to receive accessibility training to ensure that the City's workforce better understands applicable state and federal construction-related accessibility standards.
Unrestricted Ending Fund Balance		(48,000)	This change to the Ending Fund Balance offsets the recommended actions above.
	-	-	

Related Santa Clara Developer Fund (540)

Project	Source of Funds	Use of Funds	Explanation
Transfer From the General Fund / Other Development Project Services	39,942	39,942	Recognizes a transfer from the General Fund to the Other Development Project Services project to create a central allocation for all Related Santa Clara funding and expenses. This accounts for encumbrances in the City Manager's Office and the City Attorney's Office.

FY 2020/21 Budget Amendments

Related Santa Clara Developer Fund (540) (Cont'd.)

Project	Source of Funds	Use of Funds	Explanation
Other Revenue - Deposits Fund / Other Development Project Services	487,273	487,273	This action recognizes revenue from the Deposits Fund and appropriates the funding to the Other Development Project Services project to create a central allocation for all Related Santa Clara funding and expenses. This accounts for the developer funding previously deposited into the unbudgeted Deposits Fund to support the Related project.
Transfer From the Expendable Trust Fund / Other Development Project Services	253,734	253,734	Establishes a transfer from the Expendable Trust Fund to the Other Development Project Services project to create a central allocation for all Related Santa Clara funding and expenses.
Developer Contributions / Other Development Project Services	1,615,052	1,615,052	Increases the Other Development Project Services appropriation to reflect projected costs from July through December 2020 related to third-party planning firms, special tax consultants, and various legal services. These costs are anticipated to be reimbursed by the developer.
	2,396,001	2,396,001	

Streets and Highways Capital Fund (533)

Project	Source of Funds	Use of Funds	Explanation
Pruneridge Ave - Lawrence Expwy Bicycle Lanes Improvement Project		115,000	Increases the Pruneridge Ave.- Lawrence Expwy. Bicycle Lanes Improvement project appropriation to cover scope changes in utilities relocation, loop detectors re-installation, and easement. There is funding currently budgeted in the Pedestrian and Bicycle Enhancement Facilities project that can be reallocated to cover these needs.
Pedestrian and Bicycle Enhancement Facilities Project		(115,000)	Reallocates a portion of funding from the Pedestrian and Bicycle Enhancement Facilities project to the Pruneridge Ave - Lawrence Expwy Bicycle Lanes Improvement project to cover additional costs from scope changes. The funds in this project are typically reallocated to provide grant matches and support other specific bicycle enhancement projects.
	-	-	



Agenda Report

20-844

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement with Mott MacDonald Group, Inc. for Annual Sanitary Sewer Condition Assessment Repair Projects (Year 2021/2022 Projects) [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

On June 23, 2020, Council approved an agreement with Mott MacDonald Group, Inc. to provide engineering design services for sanitary sewer repair construction contracts for public works bidding (Attachment 1). The agreement includes an initial term to prepare construction documents for repair projects bidding in 2021, and two extension options to prepare construction documents for repair projects bidding in 2022 and 2023. The initial term of the agreement for year 2021 projects includes the design of repairs along approximately 45 sanitary sewer pipelines totaling approximately 12,000 feet in length at various locations citywide. These pipelines were identified for repair by Water and Sewer Utilities Department staff based upon pipeline inspections performed through the sanitary sewer condition assessment program and considerations such as the condition of the pipes, the severity of defects, the amount of sewer flow and size of area served. The consultant has been providing engineering services for repair of these pipelines since approval of the agreement and is currently in the preliminary engineering phase.

The Water and Sewer Utilities Department has continued to perform ongoing condition assessments of the sanitary sewer collection system with the objective of completing a full inspection of all the gravity mains by March 2021. This assessment was divided into five phases, the third of which was recently completed. The pipelines prioritized for repair in year 2021 construction contracts referenced above are based upon information collected and evaluated from prior phases. The third phase assessment revealed approximately 50 additional high priority pipelines totaling about 15,000 feet that need repair. These pipelines are considered a high priority due to their condition, location, and the amount of sewer flow that they carry. The location of these additional pipelines is in the northern region of the City and includes critical sewer mains along Great America Parkway, Lafayette Street, and surrounding areas that together convey approximately 65 percent of the City's total sewage flow. A portion of the sanitary sewer pipeline within these limits along Lafayette Street previously required emergency repairs. A map of these locations is attached to this report (Attachment 2).

Due to the high priority of these additional pipelines in need of repair, staff recommends adding them to the existing 2021 Mott MacDonald Group, Inc. annual repair agreement so they can be completed as soon as possible. Engineering services for the additional pipelines are not included the scope of services or schedule of fees in the original agreement with Mott MacDonald Group, Inc., and an amendment to the agreement is required for the consultant to provide the services necessary to prepare the construction bid documents to repair these pipelines.

DISCUSSION

Upon identifying the need for repair of the additional pipelines, staff coordinated with the consultant and Water and Sewer Utilities Department to evaluate various options for addressing these repairs within the terms of the original agreement. Options considered included continuing with the pipeline repairs specified in the original agreement and deferring the additional pipeline repairs to a subsequent year; deferring the pipeline repairs in the original agreement and instead continuing with the additional pipeline repairs; and continuing with the pipeline repairs in the original agreement and adding the additional pipeline repairs. Due to the high priority of the repair needs and the potential risk posed with delaying the repairs, staff concluded that the most prudent course of action is to pursue the repairs of both the original agreement and the additional pipelines.

The proposed Amendment No. 1 attached to this report (Attachment 3) includes a negotiated scope of services and schedule of fees that incorporates the engineering design services necessary for repair of the additional pipelines into the agreement. The scope of services generally includes for both the original pipelines and the additional pipelines: review of the pipeline defects, recommendation and incorporation of the type of repair into multiple construction contracts, preparation of environmental review, preparation of construction documents (plans, specifications, and estimates) for public works construction bidding, and engineering support services during construction. The prioritization of the pipelines for repair will be further refined as part of the preliminary engineering and cost estimating tasks, and it is possible that some pipeline repairs deemed to be a lower priority may be deferred to subsequent years if adequate funding for construction is not available. The exact details of this will not become known until the preliminary engineering work with estimated construction costs is performed under the amended agreement.

Staff recommends approval of Amendment No. 1 to the agreement for design professional services with Mott MacDonald Group, Inc. for annual sanitary sewer condition assessment repair projects. Approval of this amendment will allow for the engineering design services necessary to develop the construction documents for the work to maintain the reliability of the City's sanitary sewer infrastructure. Prevailing wage requirements that were included in the original agreement remain applicable under Amendment No. 1.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction. The amended agreement includes environmental review services for the sewer repairs being considered, and the consultant will evaluate the proposed work in accordance with CEQA as part of the design and approval process.

FISCAL IMPACT

The original agreement for year 2021 projects is for a total not-to-exceed amount of \$878,163 (consisting of \$798,330 for basic services and \$79,833 for additional services). Amendment No. 1 adds \$690,766 to the initial term, bringing the agreement to a total not-to-exceed amount of \$1,568,929 (\$1,426,299 for basic services and \$142,630 for additional services). Funds for Amendment No. 1 are available in the FY 2020/21 and FY 2021/22 Adopted Capital Improvement Program Budget in the Sanitary Sewer System Improvements project in the Sewer Utility Capital Fund. The original agreement includes two extension options for the design of future year 2022 and

2023 repair projects in the amounts of \$560,000 and \$600,000, respectively. The amounts for these extension options remain unchanged under this Amendment No. 1.

Staff anticipates that additional amounts may be required for this project in the Capital Improvement Program Budget to fund the full construction costs of the year 2021 repair contracts. Any budget amendments will be presented to the Council for consideration at the time of construction contract award.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Mott MacDonald Group, Inc. for Annual Sanitary Sewer Condition Assessment Repair Projects.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manger

ATTACHMENTS

1. Original Agreement
2. Map of Additional Pipelines for Repair
3. Amendment No. 1

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOTT MACDONALD GROUP, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mott MacDonald Group, 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" (hereinafter "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, experience, 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 (if applicable)

Exhibit E - Notice of Exercise of Option to Extend Agreement Form

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

2. TERM OF AGREEMENT

2.1 Initial Term

The initial term of the Agreement shall be to address the sanitary sewer repair contracts planned to be completed in 2021. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on July 1, 2020 and terminate on July 1, 2022 ("Initial Term").

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through July 1, 2024 ("Option Periods") to address future planned sanitary sewer repair contracts in 2022 and 2023. City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Subject to the Standard of Care, Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is a material condition.

- 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 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 experience 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 its Services and duties in conformance to and consistent with the professional standards of a design professional in the same discipline in the State of California ("Standard of Care").

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred seventy eight thousand one hundred sixty three dollars (\$878,163), for the Initial Term, five hundred sixty thousand dollars (\$560,000) for the first Option Period, and six hundred thousand dollars (\$600,000) for the second Option Period, for a total maximum compensation of the Agreement of two million thirty eight thousand one hundred sixty three dollars (\$2,038,163) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of Services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than on the project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Department of Public Works, Engineering – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Mott MacDonald Group, Inc.
Attention: Chris Metzger
2077 Gateway Place, Suite 550
and by e-mail at chris.metzger@mottmac.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

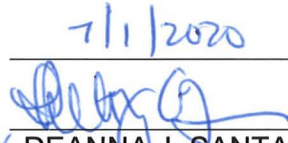
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:


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"

MOTT MACDONALD GROUP, INC
a Delaware corporation

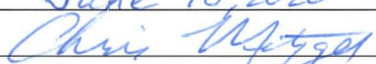
Dated: June 18, 2020
By (Signature): 
Name: CHRIS METZGER
Title: SR. VICE PRESIDENT
Principal Place of Business Address: 2011 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
Email Address: CHRIS.METZGER@MOTTMAC.COM
Telephone: () (408) 876-6039
Fax: () (408) 572-8799
"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

I. OBJECTIVE

The City of Santa Clara ("CITY") desires to engage Mott MacDonald Group, Inc. (hereinafter "CONSULTANT") to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of sanitary sewer repair construction contracts to support the CITY's sanitary sewer condition assessment and repair program.

The engineering design services involve the review of defects in existing sanitary sewer pipelines that have been identified under the CITY's sanitary sewer condition assessment program, evaluating and making recommendations for various repair methods as appropriate based on the defect involved and condition of pipeline, providing recommendations for packaging the repairs into multiple construction contracts in order to complete the repairs as efficiently and cost-effectively as possible within available budgets, environmental clearance and permitting, and preparing construction documents (plans, specifications, and estimates) for public works construction bidding.

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

CONSULTANT: Mott MacDonald Group, Inc.

Subconsultants to Mott MacDonald Group, Inc.:

- | | |
|----------------------------------|------------------------|
| ▪ Redtail Consulting | Environmental Services |
| ▪ Exaro Technologies Corporation | Utility Potholing |
| ▪ Alexander & Associates | Field Survey |

Any changes to the project team through the course of the Services shall be approved in writing by CITY.

The Initial Term of the agreement shall be to provide engineering design services in support of one or more sanitary sewer repair construction contracts to be constructed in 2021. After the Initial Term, engineering design services to support subsequent sanitary sewer repair construction contracts to be constructed in 2022 and 2023 shall be considered as two (2) additional one-year extension options (Contract Options) after the Initial Term to be exercised at CITY's sole discretion.

II. GENERAL

This Scope of Services is anticipated as necessary to meet CITY's objective. CONSULTANT and CITY agree that this Scope of Services incorporates

CONSULTANT's professional qualifications and experience and will meet the CITY's objectives.

Baseline Solution

For the purposes of this Scope of Services, CITY anticipates that CONSULTANT will need to prepare two (2) separate and complete construction document packages (plans, specifications, and estimate) for repairs to be constructed in 2021. CITY anticipates that one (1) package will be prepared for work involving traditional remove and replace repair methods and one (1) package will be prepared for work involving pipe lining repair methods. However, CONSULTANT shall consider other repair methods and other factors through the course of services that may affect the type of repair proposed and the final number of construction document packages each year.

It is important to note that CITY expects CONSULTANT to perform an initial review for the list of defects provided in the Preliminary Engineering and Evaluation Task and make recommendations for the method or repair and construction contract packaging based on the nature of the repairs and funding available. The List of Repairs and construction document packages listed above represent the baseline solution provided in this Scope of Services as a guideline to develop the Scope of Services and Schedule of Fees for the project.

CITY discourages changes to the Scope of Services and Schedule of Fees after contract execution and expects that this project will be completed within the Scope of Services and Schedule of Fees for the project. However, if deviations from the baseline solution results in the need to add or delete repairs from the project based on construction budgets, or prepare other than the assumed two (2) construction document packages, changes to the Scope of Services and Schedule of Fees shall be addressed by CITY and CONSULTANT prior to commencing the Construction Documents Task. Changes to the Scope of Services and Schedule of Fees will be addressed in writing by an Additional Services Authorization to either add or delete Scope and Fee based upon the findings of the Preliminary Engineering and Evaluation Task.

CONSULTANT shall be expected to provide complete, professional, high-quality services and products; to provide consultation and work with CITY personnel and others who are involved with the work; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

III. BACKGROUND

The City manages a sanitary sewer condition assessment program in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) guidelines. The City has performed inspection for portions of the sanitary sewer collection system and is continuing to inspect the remainder of the system in phases which will result in the entire collection

system having been inspected by early 2021. Defects discovered through the condition assessment performed to date have been evaluated and prioritized for repair by City Water and Sewer Utilities Department operations and engineering staff. The defects contemplated under this RFP have been determined to need repair by an outside construction contractor, and the CITY's Public Works Department is facilitating implementation of the design and repair of these defects on behalf of the Water and Sewer Utilities Department.

The following documents have been attached to the Request for Proposal and are incorporated herein by reference:

- Attachment H, List of Repair Locations
- Attachment I, Map of Repair Locations
- Attachment J, Excerpts from City Sanitary Sewer Block Book with Repair Locations Marked

It is necessary to note that the pipeline segments refereed in the above attachments may have other PACP defects and only the PACP "5" defects are listed. The full listing of all PACP defects identified on the pipeline segments is also made available to the CONSULTANT to be considered with the proposed repair recommendations.

Additional defects and repairs other than those identified in the above attachments may be considered through the course of the services based upon CITY's needs.

The Attachment H, List of Repair Locations shall be considered as the list to be completed under Initial Term 2021 construction contract(s) as the Baseline Solution. Should this List of Repair Locations exceed the available construction budget(s) for 2021 based upon findings in the Preliminary Engineering and Evaluation Task, then certain repairs may be deferred to subsequent year construction contract(s). Should this List of Repair Locations be less than the available construction budget(s) for 2021, then additional repairs may be added to the 2021 construction contract(s).

Repairs to be completed under the 2022 and 2023 Contract Options will be provided near at the time the Contract Options are considered.

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information regarding the project as-available:

- Sanitary sewer flow information for pipelines modeled under CITY's Sanitary Sewer Hydraulic Model as updated in 2016 (as-available, not all pipelines are modeled).
- Record drawings (as-available).
- Information from CITY's sanitary sewer condition assessment, including logs of defects and videos of each pipeline assessed. CITY uses Lucity and IT

Pipes software and logs and videos will be provided in .xls and .wmv formats respectively.

- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles.
- Right of Entry Letter template, if required.
- Payment of permit application fees, if required.

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to evaluate existing defects in CITY's sanitary sewer system, make recommendations for repairs, prepare construction bid documents (plans, specifications, and engineer's estimate) for repairs, and provide engineering support during construction to support the CITY's sanitary sewer condition assessment and repair program.

1. TASK 1: PROJECT MANAGEMENT

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction bid package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed.
- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and

needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.

- 1.5 Provide monthly progress reports, typically associated with submittal of an invoice.
- 1.6 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the construction documents. This coordination shall include contacting necessary stakeholders as necessary to gain access to repair locations during design to investigate conditions affecting the construction documents. Note: coordination required as part of permitting from certain stakeholders shall be tracked and invoiced under the Permitting Task.
- 1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.
- 1.9 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Note: work completed under CONSULTANT's QA/QC program shall be tracked and invoiced under each respective Task requiring QA/QC reviews and not as Project Management.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (1 hard copy).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting.
4. Monthly progress reports and invoices (1 hard copy).

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION

2.1. Data Collection & Field Review

CONSULTANT shall collect as-built record drawing information for the sanitary sewer pipelines, and roads, structures, utilities, and creeks within the vicinity of the repair. CONSULTANT shall review the information provided by CITY to verify completeness and identify any missing information that is necessary for design. For information that is required for non-CITY maintained facilities, CONSULTANT shall contact the appropriate owner to obtain information, as needed.

CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities at each repair location. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. CONSULTANT shall prepare a utility base map from information received through as-builts, utility maps, and observation of above-ground of any high-risk utilities that has potential affect the work during construction to be used in the project plans.

CONSULTANT shall perform a field review of each repair location and prepare field notes that generally describe conditions that may affect the work, such as existing conditions, visible surface utility information, traffic conditions, physical obstructions, and construction access to the repair. CONSULTANT shall measure the depth to pipe in both the upstream and downstream manholes of each pipeline segment to be repaired to verify depths of pipes to be repaired, and shall verify the size of pipe. CONSULTANT shall evaluate condition of manholes opened to determine if replacement or rehabilitation is necessary. CITY will make staff available to assist CONSULTANT in physically opening manhole covers, if requested.

CONSULTANT shall review existing geotechnical and geologic information, including previous studies and as-built drawings as available, for any potential issues associated with excavation for the repairs. CONSULTANT shall notify CITY if there could be any expected complications with the excavations based upon

review of the existing information. Exploratory borings and soil sampling shall not be considered as part of the Basic Scope of Services.

2.2. Base Mapping

CITY will provide geographic information system (GIS) data to CONSULTANT. The GIS data is limited to street centerlines, edge of pavement, land parcels, City storm drains, City water lines, City sanitary sewer lines, City electric utilities, and aerial photographic tiles. It is noted that the GIS data is approximate.

CONSULTANT shall prepare base maps for use in exhibits and contract drawings. Based upon the nature of the repairs, it is anticipated that base maps based upon GIS information is sufficient to adequately present the work in the contract drawings, and base maps prepared from field survey and topographic information will not be required. Field survey and topographic mapping is not anticipated for the project and not included in the Basic Scope of Services.

Base maps shall be prepared in AutoCAD format and these drawings will be used for subsequent design and construction document preparation. Drawings will be prepared on 11" x 17" sized sheets at a legible scale such that they can be used for the future Construction Documents Task. Regardless of the number of sheets and sizes of sheets, all base maps required for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the size and number of sheets will not be considered unless there is an increase in the number of project sites.

2.3. Review of Defects

CONSULTANT shall review the PACP defect information provided by CITY. In addition to the Sanitary Sewer Defect List, this review shall include a review of the entire list PACP defects and the complete CCTV inspection video for the pipe segment involved.

2.4. Preliminary Design Memorandum (Repair Recommendations, Cost Estimates, and Construction Project Packaging)

Based upon the review of defects, CONSULTANT shall evaluate alternative methods to repair defects and propose recommendations to CITY for the most appropriate repair method. CONSULTANT shall consider factors such as cost, constructability, flow capacity after repair, flow diversions and bypassing, repair service life, and future operations and maintenance considerations for the repaired pipeline. CONSULTANT shall also consider the cost and benefits of repairing an entire line that would also repair additional PACP defects along the pipeline versus repairing only the PACP 5 spot locations identified on the Sanitary Sewer Defect List. In cases where the preferred method of repair may affect the pipe capacity,

CONSULTANT shall verify that the flow capacity of the repaired pipe will not induce any adverse effects.

Based upon the recommended method of repair, CONSULTANT shall evaluate and propose recommendations for programming the repairs into construction bid packages in order to perform the repairs as cost effectively and efficiently as possible.

CONSULTANT shall prepare a budget level project cost estimate that includes all project costs including construction costs, soft costs, permitting costs, contingencies, and all other costs involved to complete the project. The purpose of this budget level project estimate will be to ensure adequate funds are available to complete the project.

CONSULTANT shall formalize the findings under this Task as a brief technical memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the results of the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision.

The technical memorandum shall define the repair approach and construction document packaging for subsequent Tasks.

3. TASK 3: PERMITTING (RIGHT-OF-WAY)

CONSULTANT shall be responsible for obtaining required permits, such as encroachment permits or right-of-entry permits, necessary to bid and construct the project. CITY will pay permit fees per Section IV., Responsibilities of City, of this Scope of Services. CONSULTANT shall provide each permitting entity with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation. CONSULTANT shall submit the permitting package to CITY for signature and CONSULTANT shall submit to the permitting agencies.

CONSULTANT shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to CITY for approval prior to submittal to the agencies. Final permit requirements shall be incorporated into the project's contract documents.

The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the Basic Scope of Services and not as Additional Services.

- Caltrans (Encroachment Permit) (Repair Item No. 4, 7, 30, 54)
- City of Cupertino (Repair Item No. 2)
- Cupertino Sanitary District (Repair Item No. 2)
- Santa Clara County Department of Roads and Airports (Encroachment Permit) (Repair Item No. 46, 56)
- Peninsula Corridor Joint Powers Board aka Caltrain (Service Agreement and Right of Entry Agreement) (Repair Item No. 56)
- Union Pacific Railroad (Consent Letter) (Repair item No 24, 28, 46, 91, 96, 101 115)
- Valley Transportation Authority (Encroachment Permit) (Repair Item No. 53)

For permits that are required to be obtained by CITY's construction contractor after contract award, CONSULTANT shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when CITY's construction contractor applies for the permit.

Permits shall be submitted at the appropriate time in accordance within the project schedule to ensure permits are issued and final to be incorporated into the construction documents prior to bid.

Deliverables:

1. Permit application packages with all necessary supporting documentation.
2. Final permits.

4. TASK 4: ENVIRONMENTAL CLEARANCE AND REGULATORY AGENCY PERMITTING

4.1. Environmental Review - Exemption

It is anticipated that all of the sanitary sewer repairs to be designed and constructed will be determined as either categorically exempt under CEQA Guidelines 15301 (Class 1) and/or statutorily exempt under CEQA Guidelines 152829(k).

CONSULTANT shall review the preliminary designs for the proposed repairs to recommend CEQA determination and regulatory permits needed, if any, and prepare a brief memorandum to document and support the recommendation.

Should any services beyond an exception (such as an Initial Study – Mitigated Negative Declaration) become required to ensure the repairs comply with CEQA, such work shall not be considered in the Basic Scope of Services, and may be considered under Additional Services, if they become required.

In accordance with the anticipated exemption, CONSULTANT shall prepare a Notice of Exemption for the qualifying repairs included in the project(s). The Notice of Exemption will be submitted in draft form for CITY review and revised/finalized for submittal based on (1) round of CITY reviews. CONSULTANT shall file the Notice of Exemption on behalf of the CITY. CITY will pay the County/CDFW filing fees.

Deliverables:

1. Memorandum of CEQA Determination Recommendation
2. Draft Notice of Exemption (PDF)
2. Submittal-Ready Notice of Exemption (PDF)

4.2. Regulatory Agency Permitting

Regulatory Agency permits, such as from US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), are not anticipated for the project and shall not be considered as included in the Basic Scope of Services. Professional services required to obtain such permits may be considered under Additional Services if they become required.

5. TASK 5: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, FINAL BID SET SUBMITTALS)

Upon CITY's approval of the technical memorandum in Task 2, Preliminary Engineering and Evaluation, that defines the repair approach and construction document packaging for the project, CONSULTANT shall prepare biddable and constructible construction contract documents to construct the repairs. The subtasks outlined below shall be required for each construction package to be prepared as identified in the technical memorandum. If changes in the Scope of Services under this Task are required due to changes identified under Task 2, changes shall be proposed by CONSULTANT and approved in writing by CITY prior to commencement of this Task.

5.1. 65% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. The 65% submittal shall be considered as a complete package necessary to bid the project, and subsequent submittals shall provide opportunities to further refine the contract documents.

5.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- The Plans shall be complete and show property lines, existing high-risk utilities, and major construction features. The Plans shall include both a layout view and a profile view of all the pipelines to be repaired. The depth of the repair shall be indicated.
- CITY's preferred plan format is 11" x 17" sized sheets at a legible scale. However, based upon the limits and extents of repairs, CONSULTANT may propose alternative sized plans for CITY's approval.
- If complex traffic handling is required to perform the repairs, CONSULTANT shall include traffic handling plans in the construction documents that are consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans guidelines. These traffic handling plans are for work that cannot be completed under a typical temporary traffic control system for lane closure that would normally be submitted per the requirements of the CITY's specifications by the construction contractor.
- Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "upfront" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
 - Description of work
 - Type of Contractor's License required
 - Schedule of Bid Prices
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
 - Recommendations for appropriate Liquidated Damages
 - Identification of any changes to the CITY's boilerplate that are required
- CONSULTANT shall be familiar with CITY's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.

- CONSULTANT shall review the sanitary sewer flows from the CITY's sanitary sewer hydraulic model provided by CITY as available in pipelines to be repaired and prepare bypassing and flow diversion specifications for bid, and specify allowable work hours for construction (e.g. night work for high flow pipelines). If flow information is not available, CONSULTANT shall review the sanitary sewer system, influent land uses, and flow tributary areas to determine the magnitude of flow handling needs based on engineering judgement. The CONSULTANT is not expected to prepare detailed flow calculations for flows in pipelines that are not modeled in CITY's hydraulic model for the purpose of preparing bypassing and flow diversion specifications.
- Stormwater Provisions: It is assumed that this project is considered an update to existing lines and facilities under the linear underground project (LUP) not covered by the NPDES general permit for stormwater discharges associated with construction activity. Therefore, preparation of a stormwater pollution and prevention plan is not included in this scope.
- The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of bid using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate.
- The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

5.1.2. Response to Comments

CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to

discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule), submitted electronically as PDF
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

5.2. 95% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents that include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.

5.2.1. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be

revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule), submitted electronically as PDF.
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

5.3. 100% Construction Documents Package

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary, or "bid ready."

The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 100% submittal package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

- CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.

5.3.1. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.

5.4. Final Bid Set Documents

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

5. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

6. TASK 6: BID SUPPORT ASSISTANCE

CONSULTANT shall:

- 6.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.
- 6.2. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 6.3. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 6.4. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.
- 6.5. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

7. TASK 7: CONSTRUCTION SUPPORT

CONSULTANT shall:

- 7.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 7.2. Review and approve shop drawings and submittals. Assuming three rounds of reviews and comments for each submittal.
- 7.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 7.4. Attend meetings (assume 2) and site visits (assume 2) when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 7.5. Assist CITY with the review of construction, and other activities, as requested.
- 7.6. Assist CITY in review of CCTV videos of repairs to determine acceptance of repairs.
- 7.7. Prepare, review, and recommend approval of design related change orders, as requested.

The Schedule of Fees assumes that construction support will be provided for two (2) construction contracts. The number of submittals, RFI's, meetings and site visits, and change orders is assumed based upon CONSULTANT's understanding of the PROJECT and based on professional experience with prior projects of a similar nature. The assumed numbers listed below are for each construction package.

Deliverables:

1. Shop drawing and submittal comments (up to 30 submittals and 1 round of resubmittals).
2. RFI responses (up to 2).
3. Meetings and site visit memoranda, as required (up to 2 each).
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required (up to 2).

8. TASK 8: RECORD DRAWINGS AND PROJECT CLOSE-OUT

CONSULTANT shall:

- 8.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor (Substantial or Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 8.2. CONSULTANT shall assist in review of CCTV videos of completed repairs to determine acceptance of repairs.
- 8.3. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 8.4. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

1. CCTV review input, FINAL Punch List input and written recommendations for substantial and/or final completion.

2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

9. TASK 9: OPTIONAL TASKS

If deemed necessary during the course of services, this Task provides for CONSULTANT to perform Optional Tasks as part of the Basic Scope of Services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. Fees for Optional Tasks shall be considered as part of the Fees for Basic Scope of Services.

9.1. OPTIONAL TASK: Utility Potholing (Requires CITY Authorization)

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform vacuum excavation potholing for utility verification. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work. Utility potholes will be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that the CITY will issue a no-fee encroachment permit.

Deliverables:

1. Potholing Data

9.2. OPTIONAL TASK: Environmental Review (Requires CITY Authorization)

9.2.a Categorical Exemption Screening and Recommendations Memorandum

CONSULTANT shall review the preliminary designs for the proposed repairs and conduct a due diligence CEQA needs evaluation to determine whether Item Nos. 2, 28, 30, 46, 53, 56, 96, and 115 qualify for Class 1 categorical exemption. This will screen for projects, if any, that would (1) be located on site(s) listed for hazardous materials contamination, and/or (2) have potential to result in a significant environmental impact due to "unusual circumstances". If authorized, this screening will also include assessment of these projects' potential to result in a substantial adverse change in the significance of a historical resource.

Based on the screening evaluation, CONSULTANT shall prepare a concise memorandum that details the methodology and results in the evaluation and presents substantiated recommendations for CEQA. Memorandum will be delivered in administrative draft for CITY review and will be revised and finalized based on (1) round of CITY review comments. *Note: if this task is authorized, and assuming the timing permits, this memorandum will be combined with the Basic Scope of Services screening memorandum.*

Deliverables:

1. Expanded Memorandum: CEQA Screening and Recommendations (Administrative Draft and Final, PDF)

9.2.b Initial Study and Mitigated Negative Declaration

CONSULTANT shall prepare and circulate an IS/MND analyzing effects of proposed repairs at Item Nos. 2, 28, 30, 46, 53, 56, 96, and 115, consisting of the following activities and deliverables.

- **CEQA Technical Studies.** Prepare the following technical studies:
 - Air Quality and Greenhouse Gas Emissions.
 - Biological Resources.
 - Cultural Resources.

All reports will be prepared to meet applicable CEQA standards and City *requirements*; federal (National Historic Preservation Act Section 106)–level cultural resources study is assumed not to be necessary. Budget assumes that pollutant dispersion modeling and health risk assessment will not be needed; schedule assumes that construction information can be obtained quickly. Technical reports will be delivered as appendices to the Administrative Draft IS/MND unless prior review is requested by CITY.

- **Administrative Draft and Screencheck IS/MND.** Prepare Administrative Draft Initial Study (IS) consistent with all applicable requirements of CEQA, the *CEQA Guidelines*, and CITY requirements. Following CITY review of Administrative Draft IS/MND, meet with CITY staff to receive comments and discuss revisions. Revise IS/MND in response to (1) round of CITY comments and prepare Screencheck Draft Initial Study for CITY backcheck/verification prior to IS/MND circulation. Revisions assumed to be moderate, with no new technical analysis needed.

- **IS/MND Circulation and Noticing.** Prepare draft Notice of Intent (NOI) for CITY review; revise and finalize based on (1) round of CITY comments. File Notice of Intent (NOI) on CITY's behalf; schedule of fees assumes CITY will mail NOI to identified interested parties. Following CITY review of Screencheck IS/MND,

finalize circulation-ready IS/MND based on (1) round of CITY comments. The schedule of fees assumes revisions at this stage will be minor and editorial in nature. Prepare draft Notice of Completion (NOC) for CITY; revise and finalize based on (1) round of CITY comments. Submit IS/MND and NOC to State Clearinghouse on CITY's behalf; submittal in hard copy is assumed. If requested, assist with additional required noticing for IS/MND circulation (e.g., preparation and filing of newspaper notice).

- *Consideration of Comments.* Following circulation of Draft IS/MND, review all comments received and meet with CITY staff to discuss responses. Provide Comments and Responses matrix itemizing comments along with recommended (draft) responses for CITY review. Revise and finalize Comments and Responses matrix based on (1) round of CITY comments; if requested, meet or conference call with staff to discuss revision approaches. Final Comments and Responses matrix will be suitable for inclusion in the City Council MND adoption packet.

- *Mitigation Monitoring and Reporting Program.* Prepare administrative draft Mitigation Monitoring and Reporting Program (MMRP) consistent with all applicable requirements of CEQA, the CEQA Guidelines, and CITY procedures. Revise and finalize based on (1) round of CITY comments.

- *Public Meeting Support.* Attend and facilitate (1) public meeting during IS/MND circulation to present IS/MND findings and assist CITY staff in responding to public questions and comments. Provide PowerPoint presentation summarizing highlights of the project and the IS/MND. PowerPoint will be provided in draft for CITY review and revised/finalized based on (1) round of CITY comments.

- *Notice of Determination and Filing Fees.* Following adoption of MND, prepare draft Notice of Determination (NOD) for CITY review; revise and finalize based on (1) round of CITY comments. File NOD and pay DFW/County filing fees on CITY's behalf. The schedule of fees assumes CITY will issue a check directly payable to the County Clerk, for delivery by CONSULTANT staff.

- *Optional—Final IS/MND.* If authorized, this optional subtask provides for preparation of a Final IS/MND incorporating revisions based on comments received during IS/MND circulation. Revisions assumed to be minor with no new analysis required. Administrative Final IS/MND will be submitted for CITY review, with revisions in underline/strikeout mode. Revise based on (1) round of CITY comments and provide Screencheck Final IS/MND. Following CITY review of Screencheck, finalize Final IS/MND based on (1) round of CITY comments.

Deliverables:

1. Administrative Draft IS/MND with supporting technical study appendices (PDF and 10 bound hard copies)
2. Screencheck IS/MND with supporting technical study appendices (PDF)
3. Circulation-ready IS/MND with supporting technical study appendices (PDF and 10 bound hard copies for City plus Clearinghouse submittal package containing final NOC and 15 bound hard copies)
4. Draft and final NOI (PDF)
5. Draft and final NOC (PDF)
6. If requested, draft and final newspaper notice (Word)
7. Draft and final Comments and Responses matrix (Word and PDF respectively)
8. Administrative draft and final MMRP (PDF, 10 bound hard copies if requested)
9. Final MMRP (PDF and 10 bound hard copies)
10. Draft and final meeting materials (PowerPoint, meeting signage, meeting sign-in sheet, meeting notes) (PDF and hard copy)
11. Draft and final NOD
12. Optional – Final IS/MND (PDF and 10 bound hard copies)

9.3. OPTIONAL TASK: Surveying (Requires CITY Authorization)

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform field surveying for utility verification and data. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of days necessary for surveying. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that the CITY will issue a no-fee encroachment permit.

9.4. OPTIONAL TASK: Geotechnical Investigations (Requires CITY Authorization)

If deemed necessary during review of utility as-built records, or due to the repair method selected, CONSULTANT shall perform geotechnical investigations for soil conditions. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of days necessary for geotechnical investigations. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. It is assumed that the CITY will issue a no-fee encroachment permit.

VI. ADDITIONAL SERVICES

CITY reserves the right to add, delete, or modify the list of defects to be repaired throughout the course of services based upon CITY's needs that may alter the Baseline Solution described under this Scope of Services. CITY may authorize additional services for CONSULTANT to perform engineering design services consistent with the tasks of this Scope of Services for additional repairs. Additional defects, such as PACP grades 1 through 4, on the pipelines listed in the Sanitary Sewer Defect List that is incorporated into this Scope of Services that become repaired as part of the work shall be considered as included in the Basic Scope of Services and not as additional services. CONSULTANT shall not proceed with any additional services without written authorization.

VII. CONTRACT OPTIONS: SUBSEQUENT PROJECTS FOR YEAR 2021 & 2022

The Initial Term of the agreement shall be to provide design professional services for CITY's 2021 sanitary sewer repair construction contract(s).

CITY may request services from CONSULTANT beyond the 2021 sanitary sewer repair construction contract(s) to provide services for future sanitary sewer repair construction contract(s) in years 2022 and 2023 as Contract Options. Should the CITY request such services, it is anticipated that the Scope of Services will be consistent with the Tasks of this Scope of Services. Authorization for the Contract Options will be addressed in writing if the options are exercised prior to performing any work.

The fee allocated for each Contract Option shown on the Schedule of Fees is a maximum compensation as set by CITY. Prior to authorizing each Contract Option, CITY will provide a new List of Repairs and negotiate a fair and reasonable fee to provide professional services for the repairs with CONSULTANT. The further allocations of fees to individual tasks shall be mutually agreed by CITY and CONSULTANT in writing before proceeded with work under each Contract Option.

Budgets for the annual sanitary sewer repair projects are subject to budget appropriations by the City Council, but are anticipated to be as follows:

- 2021 Repairs: \$5,500,000 (Initial Term)
- 2022 Repairs: \$2,710,000 (Contract Option)
- 2023 Repairs: \$2,830,000 (Contract Option)

CONSULTANT's fees for the Initial Term is based upon these assumed budgets, the List of Repair Locations incorporated by reference as Attachment H, and the Baseline Solution detailed elsewhere in this Scope of Services.

VIII. ASSUMPTIONS

- CITY will coordinate site access/permission to enter non-City owned properties if necessary.
- CITY will provide CCTV data and collect additional data as necessary.
- Based on the scope of services, it is assumed that up to 58 sheets may be required and include plans and profile, City Standard Details, detail/sections, cover sheet and notes, and traffic control plan sheets. CONSULTANT will prepare necessary design plans to reasonably convey the intent and approved project scope for the purposes of construction.
- CITY will pay fees associated with obtaining permits from those agencies listed in this Scope of Services.
- It is assumed that this project is considered an update to existing lines and facilities under the linear underground project (LUP) not covered by the NPDES general permit for stormwater discharges associated with construction activity. Therefore, preparation of a stormwater pollution and prevention plan is not included in this scope.

Items Specifically Excluded from this Scope of Services:

- Preparation of permit applications other than those listed in this scope of services.
- Preparation of property acquisition maps, surveying for easements and description for additional rights-of-way acquisitions for implementation of the proposed project.

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

Billing shall be on a monthly basis based on the Services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Initial Term (2021 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the Initial Term (2021 Projects) shall not exceed \$798,330. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$79,833. In no event shall the amount billed to City by Consultant for Services under the Initial Term of this Agreement exceed \$878,163, subject to budget appropriations.

First Extension Option Period (2022 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the first Option Period (2022 Projects) shall not exceed \$509,091. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$50,909. In no event shall the amount billed to City by Consultant for Services under the first Option Period of this Agreement exceed \$560,000, subject to budget appropriations.

Second Extension Option Period (2023 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the second Option Period (2023 Projects) shall not exceed \$545,455. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$54,545. In no event shall the amount billed to City by Consultant for Services under the second Option Period of this Agreement exceed \$600,000, subject to budget appropriations.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in Exhibit A, shall be in proportion to Services rendered and on a time and materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget

from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the Services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any Services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by Mott MacDonald Group, Inc. on January 17, 2020 and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified on the Estimated Project Cost provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

Description		Amount
Task 1	Project Management	\$ 48,235
Task 2	Preliminary Engineering and Evaluation	\$ 116,500
Task 3	Permitting	\$ 36,330
Task 4	Environmental Clearance and Regulatory Agency Permitting	\$ 6,953
Task 5	Construction Documents	\$ 306,550
Task 6	Bid Support Assistance	\$ 7,175
Task 7	Construction Support	\$ 50,310
Task 8	Record Drawings and Project Close-Out	\$ 17,140
Reimbursable Expenses		\$ 10,600
Subtotal		\$ 599,793
Task 9	Optional Tasks	\$ 198,537
Total		\$ 798,330

In no event shall the amount billed to City by Consultant for Basic Services under The Initial Term this Agreement exceed seven hundred ninety eight thousand three hundred thirty dollars (\$798,330), subject to budget appropriations.

Description	Amount
First Extension Option Period (2022 Sanitary Sewer Repair Projects)	\$ 509,091
Second Extension Option Period (2023 Sanitary Sewer Repair Projects)	\$ 545,455

In no event shall the amount billed to City by Consultant for Basic Services under the first Option Period (2022 projects) of this Agreement exceed five hundred nine thousand ninety one dollars (\$509,091), subject to budget appropriations.

In no event shall the amount billed to City by Consultant for Basic Services under the second Option Period (2023 projects) of this Agreement exceed five hundred forty five thousand four hundred fifty five dollars (\$545,455), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed ten thousand six hundred dollars (\$10,600) without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost plus a maximum markup of 10%. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials

- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Rates may be adjusted once in writing at the beginning of each Option Period. The adjusted rate shall be no more than the percentage difference between the Consumer Price Index (CPI) of January 2020 and the CPI as may be available nearest to and in advance of the month in which the Contract Option is exercised, and shall be capped at a maximum of 3% for each adjustment. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar.

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Consultant Mott MacDonald Group, Inc.:

Classification	Hourly Rate
Project Director	\$320
Principal Project Manager	\$275
Geotechnical Project Manager	\$235
Senior Project Manager	\$220
Traffic Engineer	\$200
Technical Advisor / QA&QC / Peer Review	\$180
Geotechnical Project Engineer	\$170
Senior Project Engineer	\$155
Engineer IV	\$140
Engineer III	\$130
CAD/GIS Technician	\$125
Administrative Assistant	\$95

Mott MacDonald will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Sub-consultant Redtail Consulting:

Classification	Hourly Rate
Principal Project Manager	\$126
Qualified Paleontologist (Society of Vertebrate Paleontology/ Caltrans Standard)	\$126
Senior Technical Staff	\$109
Technical Staff	\$99
Paleontological Monitor	\$81
Editorial Services	\$81
Desktop Publishing Services	\$81
Web and Graphic Design Services	\$81
Administrative Services	\$74

Redtail Consulting will bill subconsultants at actual cost plus a maximum allowable markup of 7%.

In no case shall the total markup pass through billed to CITY for any services rendered under this agreement exceed 12%.

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 coverage from insurance companies authorized to do business in the State of California. These policies shall be primary insurance with respect to the acts of the named insured 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. 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 with respect to the acts of the named insured 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 reduction of the coverage limits required under this Agreement 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, 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 Department of Public Works, Engineering – Design
Division
P.O. Box 100085 – S2
Duluth, GA 30096

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. If applicable to the Services, Contractor or its subcontractor(s), as applicable, shall comply with the following 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
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	Agreement for Design Professional Services Between the City of Santa Clara, California, and Mott MacDonald Group, Inc.
CONTRACTOR:	Mott MacDonald Group, Inc.=
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2.2 of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's Services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SANTA CLARA a municipal corporation By _____ Name: Title: City Manager Date:
--

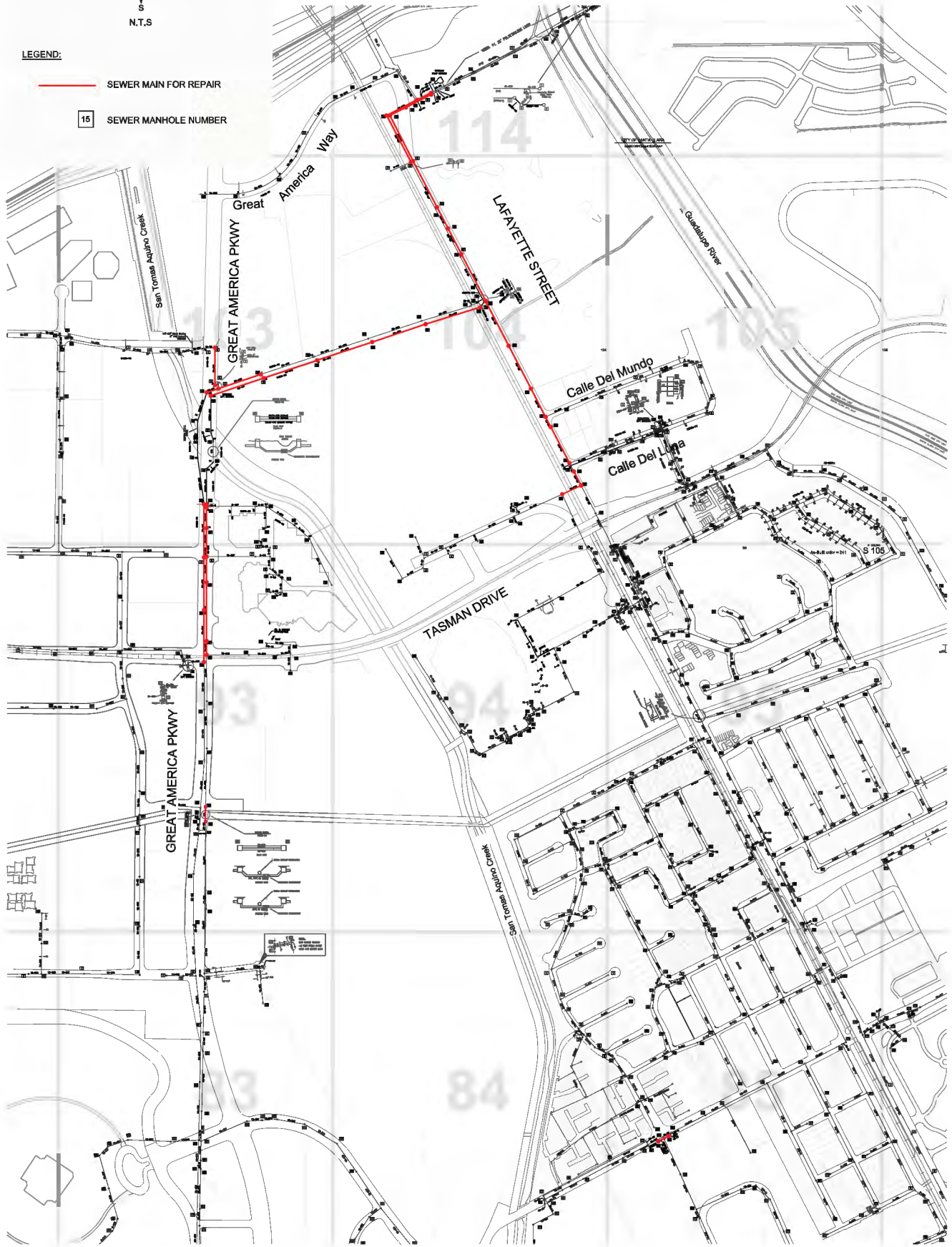
SANITARY SEWER MAIN REHABILITATION PROJECT (EXHIBIT MAP)



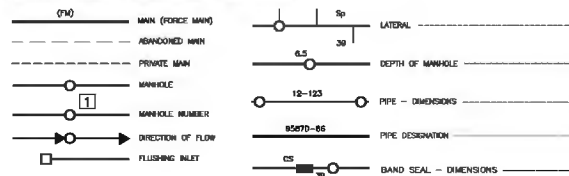
LEGEND:

SEWER MAIN FOR REPAIR

SEWER MANHOLE NUMBER



SANITARY SEWER LEGEND



The location of each lateral will be shown and dimensioned from a lot line, a manhole, or end of return, whichever is readily available.
Sp indicates Septic

The depth shown will be from rim of manhole to invert

The first element of the dimension grouping will express the size of the pipe and the second element will be the distance between each manhole. Note A "P" after the size indicates P.V.C., a "RCP" after the size indicates Reinforced Concrete Pipe, a "HDPE" after the size indicates High Density Polyethylene Pipe, lines where there is no indication are Vitrified Clay Pipe (VCP), CIPP — Cured In Place Pipe

The first element of the pipe designation grouping will be the tract, tracking or job number and the second element will be the year of installation.

CS — Clamp Seal (Band Seal)

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOTT MACDONALD GROUP, INC.**

PREAMBLE

This Agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), and Mott MacDonald Group, 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 Design Professional Services between the City of Santa Clara, California, and Mott MacDonald Group, Inc." dated July 1, 2020 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purposes of providing engineering design services for sanitary sewer repairs in support of City's sanitary sewer condition assessment and repair program; and
- C. The Original Agreement includes of a list of sewer locations to be repaired under the initial term of the agreement upon which the scope of services and schedule of fees for the initial term of the agreement is based; and
- D. City desires to include additional sewer locations to be repaired under the initial term of the agreement in addition to and beyond those described in the Original Agreement; and
- E. City furnished a list of additional sewer locations to be repaired referred to as the "Additional Segments North of Walsh" (hereinafter "additional sewer locations") to Contractor on July 22, 2020, and Contractor furnished a proposal to City on August 3, 2020 to provide services for the additional sewer locations; and
- F. The Parties now wish to amend the Original Agreement to provide for the services to complete the repair of the additional sewer locations in addition to those included in the initial term of the agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 6. Compensation and Payment, of the Original Agreement, is amended to read as follows:

"2. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million five hundred sixty eight thousand nine hundred twenty nine dollars (\$1,568,929), for the Initial Term, five hundred sixty thousand dollars (\$560,000) for the first Option Period, and six hundred thousand dollars (\$600,000) for the second Option Period, for a total maximum compensation of the Agreement of two million seven hundred twenty eight thousand nine hundred twenty nine dollars (\$2,728,929) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. AMENDMENT PROVISIONS

That the following paragraph is added to Exhibit A, Scope of Services, under Section III. Background, after the second paragraph of the Original Agreement:

"The following documents have been provided to CONSULTANT are incorporated herein by reference:

- List and map of repair locations described as "Additional Segments North of Walsh" as provided to CONSULTANT on July 22, 2020."

3. AMENDMENT PROVISIONS

That the first sentence of the fifth paragraph of Section III. Background, of Exhibit A, Scope of Services, of the Original Agreement is amended to read as follows:

"The Attachment H, List of Repair Locations, and the "Additional Segments North of Walsh" list shall be considered as the lists of repairs to be completed under Initial Term 2021 construction contract(s) as the Baseline Solution."

4. AMENDMENT PROVISIONS

That the following paragraph is added after the last paragraph of Section III. Background, of Exhibit A, Scope of Services, of the Original Agreement:

"CONSULTANT provided a proposal dated August 3, 2020 to provide Services for the "Additional Segments North of Walsh" list and the proposal, including the assumptions described therein, is incorporated herein by reference. This Scope of Services and the Schedule of Fees reflects option c of said proposal."

5. AMENDMENT PROVISIONS

That the second paragraph of Task 4.1. Environmental Review – Exemption, of Section V. Basic Scope of Services, of Exhibit A, Scope of Services, of the Original Agreement is replaced with the following:

"CONSULTANT shall review the preliminary designs for the proposed repairs and conduct a due diligence CEQA needs evaluation to verify that all projects qualify for Section 15282[k] statutory exemption. Includes preliminary screening for biological/jurisdictional habitat constraints and regulatory permit triggers at (1) repair Item in proximity to San Tomas Aquino Creek corridor. Assumes protocol-level biological surveys will not be needed.

Based on the screening evaluation, CONSULTANT shall prepare a concise memorandum that details the methodology and results of the evaluation and presents substantiated recommendations for CEQA and, if needed, regulatory permitting. Memorandum will be delivered in administrative draft for CITY review and will be revised and finalized based on (1) round of CITY review comments. All deliveries in PDF to reduce costs."

6. AMENDMENT PROVISIONS

That the first paragraph of Task 9.2.a Categorical Exemption Screening and Recommendations Memorandum, of Section V. Basic Scope of Services, of Exhibit A, Scope of Services, of the Original Agreement is replaced with the following:

"CONSULTANT shall review the preliminary designs for the proposed repairs and conduct a due diligence CEQA needs evaluation to determine whether Item Nos. 2, 28, 30, 53, 56, 96 and (1) Item adjacent to San Tomas Aquino Creek qualify for categorical exemption; all other repair locations are assumed to qualify for statutory exemption. Review will screen for projects, if any, that would (1) be located on site(s) listed for hazardous materials contamination, (2) have the potential to affect historical or biological resources, and/or (3) otherwise have potential to result in a significant environmental impact due to "unusual circumstances."

7. AMENDMENT PROVISIONS

That the first three paragraphs of Task 9.2.b Initial Study and Mitigated Negative Declaration, of Section V. Basic Scope of Services, of Exhibit A, Scope of Services, of the Original Agreement is replaced with the following:

“CONSULTANT shall prepare and circulate an IS/MND analyzing effects of proposed repairs at Item Nos. 2, 28, 30, 53, 56, and 96 and (1) repair Item adjacent to San Tomas Aquino Creek, consisting of the following activities and deliverables.

- CEQA Technical Studies. Prepare the following technical studies:
 - Screening-level air quality and greenhouse gas emissions modeling.
 - Biological Resources technical report.
 - Cultural Resources technical report.

All reports will be prepared to meet applicable CEQA standards and City requirements. Cultural Resources technical report will meet U.S. Army Corps of Engineers standards under National Historic Preservation Act Section 106 (HPSR/FOE) for repair Item in San Tomas Aquino Creek corridor and CEQA standards for all other Items. Budget assumes that pollutant dispersion modeling and health risk assessment will not be needed and that federal General Conformity analysis will not be triggered; schedule assumes that construction information can be obtained quickly. Technical reports will be delivered as appendices to the Administrative Draft IS/MND unless prior review is requested by CITY.”

8. AMENDMENT PROVISIONS

That the following is added as a new section after the last paragraph of Task 9.2.b Initial Study and Mitigated Negative Declaration, of Section V. Basic Scope of Services, of Exhibit A, Scope of Services, of the Original Agreement:

“9.2.c Regulatory Agency Permitting

For “North of Walsh Avenue” sites 10 and 11, CONSULTANT shall prepare and submit applications for the following regulatory agency permits, including supporting technical studies (Biological Assessment, Delineation of Jurisdictional Waters, Historic Properties Survey Report/Finding of Effect; Historic Properties Survey Report/Finding of Effect assumed to be prepared under Optional Task 9.2.b):

- Clean Water Act Section 404 and/or Rivers and Harbors Act Section 10 (U.S. Army Corps of Engineers)
- Clean Water Act Section 401 water quality certification (Regional Water Quality Control Board)
- Streambed Alteration Agreement (Department of Fish and Wildlife)
- “Section 408” (33 USC 408) review (U.S. Army Corps of Engineers)

Application packages will be prepared in administrative draft for CITY review and will be revised and finalized based on (1) round of CITY review comments. Use of the Joint Aquatic Resources Permit Application (JARPA) format is assumed. If any of the permits listed above is not needed, budget for all permits will need to be adjusted within the contracted total. Budget assumes Section 408 review will be very straightforward and will not require hydrologic and hydraulic system analysis, that project will qualify for U.S. Army Corps of Engineers Nationwide Permitting (no Section 404[b][a] alternatives analysis needed), and that state and federal Incidental Take Permitting can be avoided."

9. AMENDMENT PROVISIONS

That the second paragraph of Section I. General Payment, of Exhibit B, Schedule of Fees, of the Original Agreement is amended to read as follows:

"Initial Term (2021 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the Initial Term (2021 Projects) shall not exceed \$1,426,299. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$142,630. In no event shall the amount billed to City by Consultant for Services under the Initial Term of this Agreement exceed \$1,568,929, subject to budget appropriations."

10. AMENDMENT PROVISIONS

That the second sentence of the fourth paragraph of Section II. Basic Services, of Exhibit B, Schedule of Fees, of the Original Agreement is amended to read as follows:

"The following table is a summary of the Tasks based upon the Proposal submitted by Mott MacDonald Group, Inc. on January 17, 2020 and subsequent proposal submitted on August 3, 2020, and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference."

CONTINUED ON FOLLOWING PAGE

11. AMENDMENT PROVISIONS

That the table following the fifth paragraph of Section II. Basic Services, of Exhibit B, Schedule of Fees, of the Original Agreement is amended to read as follows:

“

Description		Amount
Task 1	Project Management	\$ 55,392
Task 2	Preliminary Engineering and Evaluation	\$ 218,220
Task 3	Permitting	\$ 47,960
Task 4	Environmental Clearance and Regulatory Agency Permitting	\$ 15,653
Task 5	Construction Documents	\$ 649,811
Task 6	Bid Support Assistance	\$ 14,350
Task 7	Construction Support	\$ 100,620
Task 8	Record Drawings and Project Close-Out	\$ 37,376
Reimbursable Expenses		\$ 21,200
Subtotal		\$ 1,160,582
Task 9	Optional Tasks	\$ 265,717
Total		\$ 1,426,299

”

12. AMENDMENT PROVISIONS

That the last paragraph of Section II. Basic Services, of Exhibit B, Schedule of Fees, of the Original Agreement is amended to read as follows:

“In no event shall the amount billed to City by Consultant for Basic Services under The Initial Term this Agreement exceed one million four hundred twenty six thousand two hundred ninety nine dollars (\$1,426,299), subject to budget appropriations.”

13. AMENDMENT PROVISIONS

That the first sentence of the first paragraph of Section III. Basic Services, of Exhibit B, Schedule of Fees, of the Original Agreement is amended to read as follows:

“Reimbursable Expenses shall not exceed twenty one thousand two hundred dollars (\$21,200) without prior written approval by the City.”

14. 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.

15. 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.

CONTINUED ON PAGE 8

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: _____

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"

MOTT MACDONALD GROUP, INC
a Delaware corporation

Dated: Oct. 2, 2020
By (Signature): Chris Metzger
Name: CHRIS METZGER
Title: SR. VICE PRESIDENT
Principal Place of Business Address: 2077 GATEWAY PL, SUITE 550
SAN JOSE, CA 95110
Email Address: Chris.Metzger@mottmac.com
Telephone: () 408 876 6039
Fax: () 408 572 8799
"CONTRACTOR"



Agenda Report

20-854

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services

With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed \$850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed \$850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed \$2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed \$3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed \$850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana 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

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 October 1, 2020 and terminate on December 30, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

- 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. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred and fifty thousand dollars (\$850,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

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.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MPineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102

and by e-mail at Robert.hurtig@eciusa.com

With copy to:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attn: General Counsel

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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: _____

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"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: _____

By (Signature): _____

Name: David R. Maehl

Title: Vice President-Power Supply

Principal Place of
Business Address: 3521 Gabel Road, Billings, MT 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-1164

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

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

Contractor Scope

The Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

The System Expansion Plan shall include a minimum of the following items:

- A. Provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to its system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans – constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements and construction scope. Provide guidance on establishing proper maintenance of proposed new assets and technology.
- B. The Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.
- C. Provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.
- D. Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders.
- E. Assess SVP's submission to the CAISO's Transmission Planning Process (TPP) to insure that PG&E Bulk Electric System (BES) projects have been identified

and are on schedule to meet SVPs load growth, in addition to assessing SVP's Transmission Planning process to meet CAISO, WECC, and TPL-001-5.

- F. Assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR).
- G. Assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability.
- H. Assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure.
- I. Review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Assess the potential problems if actual loads differ significantly.
- J. Assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it.
- K. Assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses.
- L. Assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors.
- M. A report on each of the standards and guidelines listed below to include an assessment of their adequacy, any noted deficiencies, suggested changes that can be immediately incorporated into them, and if deemed necessary, a recommended plan to bring each one up to relevant industry standards and current practices, including mitigation of arc-flash hazards. The absence of any standards and guidelines that a utility the size of SVP should have shall be noted and recommendations made on how to best produce them.
 - 1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.
 - 2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.
 - 3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

4. Material and equipment standards and specifications.
 5. Economic evaluation criteria and methods for determination of return on investment.
- N. Identify the opportunities to utilize the enabling technology resulting from SVP's AMI and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty year planning period.
- O. Assess the current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity, and make recommendations for improvements.
- P. Review current engineering, operations and electric system key performance indicators in use and make recommendations regarding the adequacy and validity of each one, and additions and deletions to the list.
- Q. Assess the adequacy of existing vegetation management programs and standards, and make recommendations for improvements.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

Deliverables for Items A and B are due five (5) months after execution of Agreement and the remaining deliverable items are due fourteen (14) months after execution of Agreement.

SVP Scope

To assist the consultant in performing the work, SVP shall provide the following:

- A. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required.
- B. Full access to any and all existing plans and records relevant to the performance of the contract.
- C. Complete ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.
- D. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.
- E. Complete transmission system database in GE PSLF, DEW, and Aspen.
- F. Available system inspection and maintenance information.
- G. Past system evaluations and annual system reports.
- H. System load forecast and Capital Improvement Plans.
- I. Latest Integrated Resource Plan.
- J. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).
- K. Incremental generation and purchased power costs.
- L. Current electric rates and Rules and Regulations.

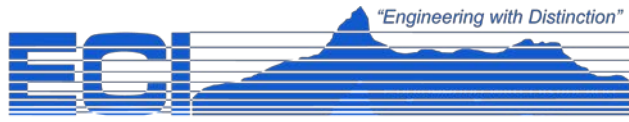
EXHIBIT B SCHEDULE OF FEES

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. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract, Table 1 provides a breakdown of the tasks within this agreement (Detail in Exhibit A) and their respective not-to-exceed amounts.

Table 1: Tasks and Associated Not-to-Exceed Budget

Exhibit A Section	Task Description	Not-to-Exceed Budget
A	Provide a detailed 3-year development plan of SVP's electric system expansion	\$173,683
B	Provide the basis for updating the Load Development Fee	\$17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	\$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	\$28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	\$25,405
F	Assess SVP's CEC load forecast submittals	\$17,029
G	Assess the impact of increased future distributed generation and load	\$30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacements	\$26,981
I	Review current system, substation, and feeder load projections for reasonableness	\$18,385
J	Assess system reliability and provide cost/benefit analysis	\$18,413
K	Assess system losses and provide cost/benefit analysis	\$11,581
L	Assess the future reactive power requirements/need for power factor improvement	\$17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	\$79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AML deployment	\$28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	\$59,613
P	Review current engineering, operations and electric system key performance indicators	\$22,053
Q	Assess the adequacy of existing vegetation management programs and standards	\$12,509
	Associated Engineering Services	\$139,913
	TOTAL	\$850,000



ELECTRICAL CONSULTANTS, INC.

CORPORATE OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-1164

RATE SCHEDULE

<u>Category/Position</u>	<u>Hourly Rate</u>
Engineering / Management	
Senior Project Manager II.....	\$221
Senior Project Manager 1	\$182
Project Manager II	\$163
Project Manager I.....	\$145
Senior Engineer II.....	\$183
Senior Engineer I	\$156
Senior Project Supervisor	\$152
Project Supervisor.....	\$115
Project Engineer II.....	\$132
Project Engineer I	\$125
Associate Engineer II.....	\$129
Associate Engineer I	\$123
Design Engineer III.....	\$109
Design Engineer II.....	\$101
Design Engineer I	\$95
Senior Designer II.....	\$136
Senior Designer I	\$121
Designer III.....	\$106
Designer II	\$94
Designer I.....	\$79
Program Management / Support Staff	
Project Controls Coordinator	\$167
Project Controls Specialist III.....	\$129
Project Controls Specialist II	\$101
Project Controls Specialist I	\$86
Senior Drafter II.....	\$94
Senior Drafter I	\$91
Drafter III.....	\$81
Drafter II	\$79
Drafter I.....	\$69
Administrative – Executive	\$110
Administrative Assistant.....	\$74

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OFFICE LOCATIONS NATIONWIDE

• BILLINGS, MONTANA – (406) 259-9933

• SALT LAKE CITY, UTAH – (801) 292-9954

• MADISON, WISCONSIN – (608) 240-9933

• PHOENIX, ARIZONA – (602) 997-9933

• PORTLAND, OREGON – (503) 747-2235

• SAN DIEGO, CALIFORNIA – (619) 398-9370

• MANKATO, MINNESOTA – (507) 388-9933

• TUCSON, ARIZONA – (520) 219-9933

• DENVER, COLORADO – (720) 536-8261

• TULSA, OKLAHOMA – (918) 296-7911

• CRANFORD, NEW JERSEY – (908) 967-6363

• ORLANDO, FLORIDA – (407) 960-1796

Survey / Real Estate

Senior Surveyor	\$139
Surveyor II	\$113
Surveyor I	\$97
Survey Technician II.....	\$79
Survey Technician I.....	\$61
Senior Real Estate Specialist	\$133
Real Estate Specialist II	\$116
Real Estate Specialist I	\$78

Corporate Project Management / Technical Oversight

Principal	\$229
Director/PhD	\$231

Electrical Consultants, Inc.

Chargeable Expenses

Project Expenses:

Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	\$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost

CADD Software/Plotting:

AutoCAD Drafting Equipment	\$8.00/hour
Microstation Drafting Equipment	\$8.00/hour
HP Design Jet Monochrome Plots	\$5.00 each
HP Design Jet Color Plots	\$10.00 each
LD3 Modeling	\$8.00/hour

Prints and Copies:

Arc Flash Labels	\$6.00 each
Large Format Copies:	
C, D Size	\$2.35 each
E Size	\$2.60 each
F Size	\$2.75 each
Larger Sizes	25¢/sq. ft.

Engineering Software:

Radial Voltage Drop – SynerGEE & Milsoft	\$30.00/hour
Load Flow / Stability (PSLF/PSSE)	\$40.00/hour
ASPEN	\$30.00/hour
STRU DL/Structural Software	\$40.00/hour
GIS Mapping Software	\$8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour
SKM	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour
CYMCAP	\$40.00/hour
ETAP	\$20.00/hour
PSCAD/EMT	\$40.00/hour
PTI – Power System Analysis	\$40.00/hour
T-Flash	\$40.00/hour

Survey Equipment/Software:

Cyclone Software	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour
Theodolite, Total Station	\$11.00/hour
Robotic Total Station	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour
Staking Supplies	\$10.00/line-mile

Testing Equipment:

5 kV Megger	\$60/day, \$200/week
Phase Angle Meter	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week
Power Quality Analyzer	\$75/day, \$150/week
Hi-Potential Test Set	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week
Doble M5400 Seep Frequency	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week
GPR (ground penetrating radar)	\$1,000/day
HD 3-D Laser Scanner	\$600/day
Dranetz 8000 Analyzer	\$500/day
Fluke 435 Meter	\$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

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.

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 one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of 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 Electric Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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



Agenda Report

20-873

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 3 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium [Council Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

BACKGROUND

On August 30, 2016, in response to complaints from residents about noise emanating from the San Francisco 49er's football practices, the City Council directed staff to establish a noise monitoring system for Levi's Stadium and training facility.

Following Council direction, the City solicited bids from acoustic engineers and after receiving three proposals, entered into an agreement on February 7, 2017 with Wilson, Ihrig & Associates to provide noise monitoring services at Levi's Stadium. Since that time the consultant has implemented a noise monitoring program that includes four noise monitoring stations as well as a comprehensive website (https://seti-media.com/infopopulation/levis_stadium/) that provides reporting information from the monitors as well as a portal for residents to issue noise complaints. The contract covers the ongoing cost to rent noise monitoring equipment from the consultant and maintenance of the website.

In August 2018, Council approved Amendment No. 2 to this agreement which added \$150,000 to the Agreement and extended the contract term through the August 31, 2020.

DISCUSSION

The agreement with Wilson, Ihrig & Associates has run its term but still has funds available to continue services through September 2021. Due to staffing constraints and current workload of staff, this amendment did not get processed in time to be extended prior to the expiration date. Amending the existing agreement to extend the term will allow the funding to be utilized to continue the noise monitoring program to allow ongoing use of the existing monitors to verify compliance with City permits and provide continuity for data collection to support policy making over the long-term. Most of the contract cost occurred at the beginning of the contract for installation of the equipment and creation of the monitoring website. The primary ongoing cost is the equipment rental fees.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Amendment No. 3 does not change the not-to-exceed valuation of \$249,840. Funds for this

agreement are available in the Stadium Authority budget.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 3 to the Agreement with Wilson, Ihrig & Associates to reflect a revised termination date of September 30, 2021, subject to annual appropriations, to continue conducting noise monitoring of Levi's Stadium and the 49ers practice facility for total cost not to exceed \$249,840 over the life of the agreement.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 3 to the Agreement with Wilson, Ihrig & Associates
2. Amendment No. 2 to the Agreement with Wilson, Ihrig & Associates
3. Amendment No. 1 to the Agreement with Wilson, Ihrig & Associates
4. Original Agreement with Wilson, Ihrig & Associates

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 2017, and Amendment No. 2, dated August 28, 2019, and is again amended by this Amendment No. 3. 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 noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

- 1. The termination date defined in Section 2 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of September 30, 2021.
- 2. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain 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. 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. 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: _____

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"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: _____

By (Signature): _____

Name: Derek L. Watry

Title: Principal

Principal Place of Business Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608

Email Address: dwatry@wiai.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

"CONTRACTOR"

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**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 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 noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement to extend the timeframe and update the fee schedule to continue to monitor sound at the stadium.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the termination date defined in Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of August 31, 2020

That Exhibit A, entitled "Scope of Services," is hereby appended to include the proposal from Wilson, Ihrig & Associates, entitled "Proposal for Continued Noise Monitoring System & Services for Levi's Stadium," dated August 14, 2018.

That Exhibit B, entitled "Fee Schedule," is hereby replaced in its entirety with the attached revised Fee Schedule.

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. 1 as evidenced by the following signatures of their duly authorized representatives.

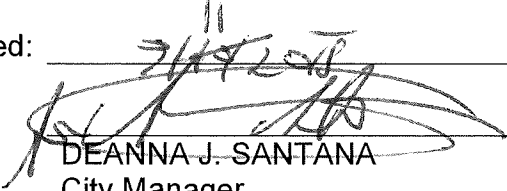
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

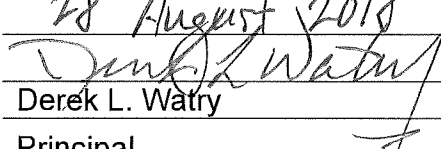

BRIAN DOYLE
City Attorney

Dated: 2/14/2018


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

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 28 August 2018
By (Signature): 
Name: Derek L. Watry
Title: Principal
Principal Place of Business Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
Email Address: dwatry@wiai.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

"CONTRACTOR"



14 August 2018

Mr. Juan Padilla
City of Santa Clara, Planning and Inspection
1500 Warburton Avenue
Santa Clara, CA 95050

Subject: Proposal for Continued Noise Monitoring System & Services for Levi's Stadium

Dear Mr. Padilla,

Wilson Ihrig is pleased to present this proposal to provide ongoing noise monitoring systems and services to the City of Santa Clara to help document noises in the neighborhoods near Levi's Stadium. Under our current contract, Wilson Ihrig procured and installed four monitoring stations from Seti-Media. Those systems have been operational since July 10, 2017, and the data they collect is available to the public via a link to Seti-Media's website on the City of Santa Clara's website. The Seti-Media website was tailored to this particular application in terms of the time intervals for which data are presented and a custom-made "jet filter" which can – at the user's options – remove jet airplane noise from the data graphs.

Our original contract provided for monitoring service through August 2018. This proposal provides for an additional two years of monitoring, through August 2020.

1 PROPOSED ONGOING SYSTEM AND SERVICES

The following scope of work is based on our experience with this project to date. Pricing is included for maintaining two, three, or four of the noise stations.

This proposal also includes budget allocation for Wilson Ihrig to advise the City on noise issues that arise near the stadium. This work would be billed on a time and materials basis, so the budget would only be expended if a need arises.

1.1 NOISE MONITORING SYSTEM RENT AND MAINTENANCE

Wilson Ihrig will provide single-point responsibility for maintaining and reviewing all noise monitors for proper working order. The monitoring stations will also be automatically self-checked regularly for proper functioning.



1.2 NOISE CONSULTATION

Wilson Ihrig has extensive experience dealing with noise and related issues from all manner of sources. During the monitoring period, we would be available to consult with the City on any issues that arise. Because the extent of the need for this is unknown at this time, a place-holder budget has been included. This work would be billed on a Time and Materials basis, as needed.

2 Proposed Budget

Below, we present the constituent costs for each of elements of this proposal, then, at the bottom, provide a summary table for the various combinations.

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

Putting the constituent components together, the proposed all-inclusive budgets for two years and the number of stations indicated are as follows:

Two (2) Stations	\$ 57,040
Three (3) Stations	\$ 80,560
Four (4) Stations	\$ 104,080

Labor would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$210 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%



WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

Levi's Stadium Noise Monitoring
Proposal for 2018-2020 Monitoring

*

*

*

Please do not hesitate to contact us with questions or should you require additional information.

Very truly yours,

WILSON IHRIG

Derek L. Watry
Principal

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT B

REVISED FEE SCHEDULE

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

Putting the constituent components together, the proposed all-inclusive budgets for two years and the number of stations indicated are as follows:

Two (2) Stations	\$ 57,040
Three (3) Stations	\$ 80,560
Four (4) Stations	\$ 104,080

Labor would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$210 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred fifty thousand dollars (\$249,840), subject to budget appropriations.

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Wilson, Ihrig & Associates, a California corporation, with its principal place of business located at 6001 Shellmound Street, Suite 400, Emeryville, CA 94608 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement to extend the termination date of the agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That the termination date defined in Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of December 31, 2018.

2. 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.

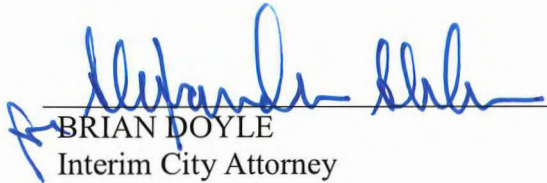
3. COUNTERPART/FACSIMILE SIGNATURE

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.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

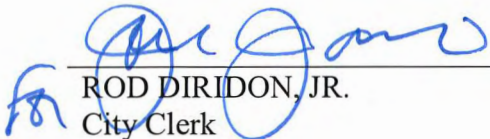
APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney

Dated: 12/8/17

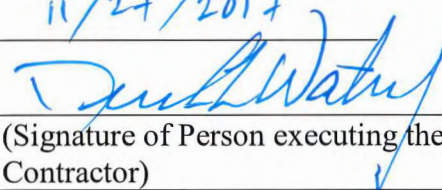

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 11/27/2017
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Derek L. Watry
Title: Principal
Local Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
Email Address: dwatry@wiai.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

"CONTRACTOR"

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**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Wilson, Ihrig & Associates, a California corporation, with its principal place of business located at 6001 Shellmound Street, Suite 400, Emeryville, CA 94608 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

The Parties agree as follows:

AGREEMENT PROVISIONS

1. 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. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "Proposal for Noise Monitoring System & Services for Levi's Stadium Revision 1" dated October 20, 2016, ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2017.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a 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 professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

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

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

5. 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.

6. 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.

7. 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.

8. BUSINESS TAX LICENSE REQUIRED.

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

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the 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's 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.

10. 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.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. 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.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

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

15. NO PLEDGING OF CITY'S CREDIT.

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

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the 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.

17. USE OF CITY NAME OR EMBLEM.

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

18. OWNERSHIP OF MATERIAL.

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.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for 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.

20. 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 negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and 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 as mutually agreed to or awarded by a court or arbitrator.

Without affecting the rights of Indemnitees under any provision of this Agreement, Contractor shall not be required to protect, defend, indemnify and hold harmless Indemnitees for liability attributable to the active negligence or willful misconduct of Indemnitees, provided such active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnitees are shown to have been actively negligent or are shown to have committed willful misconduct, and where Indemnitees' active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of Indemnitees. Contractor agrees to pay all attorney and court costs in determining said active negligence or willful misconduct of Indemnitees. The determination of any claim by Contractor that Indemnitees committed active negligence shall be deferred until after all third party claims have been adjudicated by a final judgment that is no longer subject to appeal, unless the City, in its sole discretion, shall consent to an earlier determination.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

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

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

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

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

And to Contractor addressed as follows:

Name: Wilson, Ihrig & Associates
Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
or by facsimile at (510) 652-4441

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

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

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

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

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

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

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

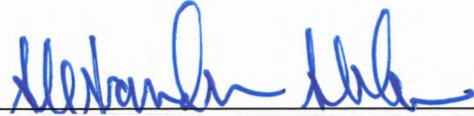
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

Signatures follow on next page.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

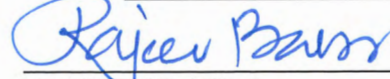


for BRIAN DOYLE
Interim City Attorney

ATTEST: 

ROD DIRIDON, JR.
City Clerk

Dated: 2.14.17




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

“CITY”

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 31 January 2017

By: 

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

Name: Derek L. Watry

Title: Principal

Local Address: 6001 Shellmound Street, Suite 400

Emeryville, CA 94608

Email Address: dwatry@wiai.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONTRACTOR”

I:\PLANNING\Admin\Contracts\Wilson Ihrig\Noise Monitoring Services - Levi's Stadium\PROFESSIONAL SERVICE AGREEMENT WIA 11 29 16.doc

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT A

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, "Proposal for Noise Monitoring System & Services for Levi's Stadium Revision 1" dated October 20, 2016, which is attached to this Exhibit A. In the event of any conflicts between the terms of the main Agreement and the terms of this Exhibit A, the terms of the main Agreement shall control.

The City has elected to utilize four (4) monitoring stations for a term of up to 12 months. It is preferred that these stations have AC power; however, in the event that AC power is not available the solar power units may be used. Written correspondence between the City and Wilson, Ihrig & Associates will provide confirmation of which power system will ultimately be utilized.



20 October 2016

Mr. Juan Padilla
City of Santa Clara, Planning and Inspection
1500 Warburton Avenue
Santa Clara, CA 95050

Subject: Proposal for Noise Monitoring System & Services for Levi's Stadium
Revision 1

Dear Mr. Padilla,

Wilson Ihrig is pleased to present this proposal to provide noise monitoring systems and services to the City of Santa Clara to help investigate and document noises in the neighborhoods near Levi's Stadium. This is a somewhat complex noise environment with contributions from stadium activities, the adjacent San Francisco 49er's Training Facility, and jets taking off from San Jose Mineta International Airport. To help sort these out, the system we propose to use allows for some audio recording when levels reach pre-determined trigger levels and/or at pre-programmed times. All of the data, including both the audio recordings and the decibel levels, would be stored for future access, analysis, and documentation.

1 QUALIFICATIONS

Wilson Ihrig, founded in Berkeley in 1966, has extensive experience in monitoring, measuring, analyzing, predicting, and recommending controls for noise from all manner of sources. Derek Watry, the managing Principal for this proposal, is very familiar with the area around Levi's Stadium having assisted the City previously on noise issues associated with the Gold Striker Roller Coaster at Great America and currently working on the environmental study for the Great America Theme Park Master Plan.

Wilson Ihrig is a member firm of the National Council of Acoustical Consultants (NCAC) and is active with many technical organizations in the field of acoustics, noise and vibration control.

2 PROPOSED SYSTEM AND SERVICES

The following scope of work is based on our understanding of the project as discussed with you during the week of 3 October 2016. Our initial proposal included options for either two or three monitoring stations. At your request, this proposal also includes an option for four stations.

For this project, we recommend utilizing noise monitoring stations provided by Seti-Media. These stations monitor noise (decibel) levels continuously, make audio recordings as programmed, and

transmit all data wirelessly for real-time access. If desired, the system can send text and/or email alerts when sound levels exceed a specified threshold. The Seti-Media web site enable authorized users to view the data and hear the audio recordings easily. All data would be stored on servers for at least 5 years.

Wilson Ihrig would be primarily responsible for working with the City to determine where to deploy the stations, and subsequently installing and maintaining the equipment. To facilitate the City's understanding of the large quantities of data collected by the stations, Wilson Ihrig would prepare comprehensive reports on a monthly basis.

This proposal also includes budget allocation for Wilson Ihrig to advise the City on noise issues that arise near the stadium. This work would be billed on a time and materials basis, so the budget would only be expended if a need arises.

2.1 NOISE MONITORING PLAN

Wilson Ihrig will prepare a simple Noise Monitoring Plan that will describe the monitoring systems and procedures to be used, the web site for real-time access, and the monthly summary reports. It will show where the noise monitors will be located. If the City is interested in alerts, the plan would recommend preliminary notification thresholds, and would identify who will initially get the SMS/email alerts if noise levels approach or exceed the specific trigger levels. (The list may be altered at any time during the project.)

At this time, there are several unknowns regarding the system that will ultimately be deployed:

1. How many stations? At this time two to four are being considered.
2. Will AC line power be available or will the systems require solar power and batteries?
3. How long will the stations be deployed? At this time 6 to 12 months are being considered.

These outstanding issues along with the station locations will be resolved during formulation of the Noise Monitoring Plan. The Noise Monitoring Plan would be reviewed and approved by the City prior to the deployment of the noise monitoring stations.

2.2 NOISE MONITORING SYSTEM DEPLOYMENT

Physical Installation

For outdoor locations, a secure pole will be necessary and must be available. Following is a picture of an outdoor system mounted to a pole secured to a concrete block that was placed just for this purpose. The system shown has a solar panel attached for power, though AC line power is preferred.



Each noise monitoring station will include a noise sensor, a digital noise logger, and a cellular modem for automatic remote data transmission (24/7). Additional information about the Seti-Media noise monitoring stations may be found in the appendix.

Wilson Ihrig will provide single-point responsibility for installing, maintaining, and reviewing all noise monitors regularly for proper working order. The monitoring stations will be automatically self-checked regularly for proper functioning.

Real-Time Monitoring System: Web Interface and Exceedance Notification

Real-time data obtained from the noise monitor stations will be available to the City and any other authorized users via a secure project website. Real-time data will be updated after every measurement interval (e.g., 1 minute) and designated personnel will be notified by email/SMS if/when measured levels exceed specific thresholds.

The website will have an interactive map of the project site showing exactly where each noise monitoring station is located.

The noise monitors will record audio samples when the level exceeds a specified limit. These samples will be streamed to the web site where they can be played back to help identify sources.

Environmental monitoring summaries will be available for all Project monitoring locations. The summary includes station details, alert trigger levels, and all exceedances observed. Users can subscribe to periodical email reports that include the monitoring summary information.

Written Noise Reports

Monthly, Wilson Ihrig would review the noise data and issue summary reports to the City. These reports would provide permanent documentation of Project noise levels and could be relied upon in the event any claims related to noise were made. In addition to providing an archival summary of the noise data, the reports would include cursory descriptions of the noise sources during the monitoring period.

2.3 NOISE CONSULTATION

Wilson Ihrig has extensive experience dealing with noise and related issues from all manner of sources. During the monitoring period, we would be available to consult with the City on any issues that arise. Because the extent of the need for this is unknown at this time, a place-holder budget has been included. This work would be billed on a Time and Materials basis, as needed.

3 Proposed Budget

The cost of the systems and services being proposed depend in part on the duration of the monitoring, the availability of line (AC) power, and the number of stations deployed and maintained. Many of the pricing factors are not linear with time or number of units, i.e., the unit cost declines over longer periods. Below, we present the constituent costs for each of these factors, then, at the bottom, provide a summary table for the various combinations. If the City provides us with additional direction on its needs, we could revise and simplify this proposal.

TASK	COST
Noise Monitoring Plan	\$ 3,000
Station Mobilization & Demobilization	
Two (2) stations	8,000
Three (3) stations	10,000
Four (4) stations	11,000



Noise Monitoring Station Rent (costs for entire period, per station)

6 months, AC power	5,700
12 months, AC power	10,500
6 months, Solar power	6,000
12 months, Solar power	11,500

Monthly Reporting (per month)

2 stations	1,400
3 stations	1,800
4 stations	2,000

Shipping & Other ODCs

AC power	1,500
Solar power	3,000

Noise Consultation (T&M, as/if needed) 10,000

Putting the constituent components together in various combinations, the proposed all-inclusive budgets are as follows:

	6 Months		12 Months	
	AC Power	Solar Power	AC Power	Solar Power
Two (2) Stations	\$ 43,440	\$ 45,600	\$ 62,400	\$ 65,220
Three (3) Stations	\$ 54,110	\$ 56,600	\$ 80,750	\$ 84,230
Four (4) Stations	\$ 62,580	\$ 65,400	\$ 95,700	\$ 99,840

Work would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$200 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$80 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%

GENERAL TERMS AND CONDITIONS

DIRECT EXPENSES

Authorized direct expenses, such as those for mileage, travel, photo developing, and long distance telephone, will be billed at cost plus 10%. Fees and expenses will be invoiced monthly unless specifically agreed otherwise.

PAYMENT

The invoice will indicate the fees and expenses expended on the assignment during the invoice period. Payment is expected within 30 days of receipt. Client agrees to pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate allowed by law on fees 60 days past due or longer. Wilson Ihrig reserves the right to terminate all services on any accounts in arrears more than 90 days from the date of invoice. For work away from our office, staff travel time is charged at fee rate for portal to portal.

RETAINER

For new clients, it is our policy to require a retainer equal to 50-100% of the estimated fees and expenses before work commences. Thus, for this project, we require a \$WAIVED retainer prior to starting work. The retainer will be applied to *our final invoice or progress invoices*. Please be advised that Wilson Ihrig reserves the right to assert a Mechanic's Lien, Design Professional's Lien or a Stop Notice if payments are not made according to our agreement.

DELAYS

Delays not under Wilson Ihrig control, such as access denied due to owner absence, will be charged in addition to the proposed fees on a Time & Materials basis at the schedule of fees listed above.

STANDARD OF CARE

Wilson Ihrig will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

*

*

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Please do not hesitate to contact us with questions or should you require additional information.

Very truly yours,

WILSON IHRIG



Derek L. Watry
Principal

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT B

FEE SCHEDULE

<u>TASK</u>	<u>COST</u>
Noise Monitoring Plan	\$ 3,000
Station Mobilization & Demobilization	
Two (2) stations	\$ 8,000
Three (3) stations	\$10,000
Four (4) stations	\$11,000
Noise Monitoring Station Rent (costs for entire period, per station)	
6 months, AC power	\$ 5,700
12 months, AC power	\$10,500
6 months, Solar power	\$ 6,000
12 months, Solar power	\$11,500
Monthly Reporting (per month)	
2 stations	\$ 1,400
3 stations	\$ 1,800
4 stations	\$ 2,000
Shipping & Other ODCs	
AC power	\$ 1,500
Solar power	\$ 3,000
Noise Consultation (T&M, as/if needed)	\$10,000

Work would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$200 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$80 / hour
<i>ODCs (rental equip., travel, copying, telecom, etc.) Cost + 10%</i>	

In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety-nine thousand eight-hundred forty dollars (\$99,840), subject to budget appropriations.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.	
City of Santa Clara – Planning Division	
P.O. Box 100085 – S2	or 1 Ebix Way
Duluth, GA 30096	John's Creek, GA 30097
Telephone number: 951-766-2280	
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

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 convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² 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 PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

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.

WILSON, IHRIG & ASSOCIATES

a California Corporation

By: 
Signature of Authorized Person or Representative

Name: DEREK L. WATRY

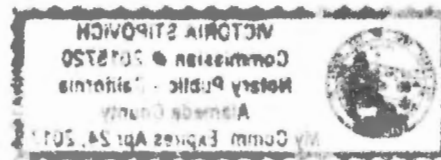
Title: CEO/PRINCIPAL

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.

No. 5907

Victoria Arpore





Agenda Report

20-920

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Accept the 2019 Assistance to Firefighters Grant in the amount of \$40,168 to provide the California State Fire Marshal Fire Control 4 Course to Department Personnel and Approve the Related Budget Amendment [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The Fire Department has received a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$40,168 to supplement the cost of important fire control instructor training for department personnel. This grant requires the City to provide a ten percent funding match of \$4,017 that is recommended to be funded by the General Fund.

DISCUSSION

Fire Control 4 provides the knowledge and skills that prepare a firefighter to extinguish an ignitable liquid fire, control a flammable gas fire, and develop an incident action plan for a pipeline emergency. This grant will be used to train twelve personnel to be California State Fire Marshal certified instructors for Fire Control 4. By completing this course, the department's existing in-house Fire Control Instructors will be able to become certified to teach this course to all suppression personnel as well as all future recruit firefighters. This represents an opportunity to provide an important State Fire Training course to all personnel at minimal cost to the city.

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

A budget amendment is recommended to recognize the AFG for FY 2019/20 grant revenue and appropriate the grant funds in the amount of \$40,168 and budget the required ten percent City match of \$4,017 from the General Fund Budget Stabilization Reserve. AFG is a reimbursement grant, and upon expenditure of the appropriated funds, the Fire Department will request reimbursement from FEMA.

Budget Amendment FY 2020/21

	Current	Increase/ (Decrease)	Revised
<u>Fire Operating Grant Trust Fund</u>			
<u>Revenues</u>			
Other Agencies	\$342,294	\$40,168	\$382,462
<u>Transfers In</u>			
Transfer from the General Fund	\$0	\$4,017	\$4,017
<u>Expenditures</u>			
Assistance to Firefighters Grant FY 2019/20 \$0		\$40,168	\$40,168
Assistance to Firefighters Grant FY 2019/20 \$0		\$4,017	\$4,017
- City Match			
<u>General Fund</u>			
<u>Reserves</u>			
Budget Stabilization Reserve	\$57,634,091	(\$4,017)	\$57,630,074
<u>Transfers Out</u>			
Transfer to the Fire Operating Grant Trust Fund	\$0	\$4,017	\$4,017

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Accept the 2019 Assistance to Firefighters Grant in the amount of \$40,168 for Conducting Fire Control 4 Training for Department Personnel; and
2. Approve the Related FY 2020/21 Budget Amendment in the Fire Operating Grant Trust Fund to recognize the AFG grant revenue and establish the Assistance to Firefighters Grant FY 2019/20 in the amount \$40,168, and recognize a transfer from the General Fund and establish an Assistance to Firefighters Grant FY 2019/20 - City Match in the amount of \$4,017; in the General Fund, establish a transfer to the Fire Operating Grant Trust Fund to provide the 10% city match and reduce the Budget Stabilization Reserve by \$4,017.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. EMW-2019-FG-02527 Award Package

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Nicole Gresham
SANTA CLARA, CITY OF
777 BENTON STREET
SANTA CLARA, CA 95050



EMW-2019-FG-02527

Dear Nicole Gresham,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$40,168.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$4,016.82 for a total approved budget of \$44,185.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: SANTA CLARA, CITY OF

DUNS number: 044686892

Award number: EMW-2019-FG-02527

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$28,685.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$15,500.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$40,168.18
Non-federal	\$4,016.82
Total	\$44,185.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Training

Consumables to Support Training during Period of Performance

DESCRIPTION

Overtime and backfill for 12 students to attend Fire Control 4B instructor classes.

QUANTITY	UNIT PRICE	TOTAL
1	\$28,685.00	\$28,685.00

BUDGET CLASS

Personnel

Classroom

DESCRIPTION

Course and material fees for Fire Control 4B instructor class and instructor adjunct classes for twelve personnel.

QUANTITY	UNIT PRICE	TOTAL
1	\$15,500.00	\$15,500.00

BUDGET CLASS

Contractual

Equipment

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

Desktop charging units for thermal imaging camera batteries.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$250.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Quantity** from **12** to **0**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

Additional thermal imaging camera batteries.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$130.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Quantity** from **10** to **0**

JUSTIFICATION

This reduction is due to the relative prioritization of one or more of your items or projects

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

Sales tax and estimated shipping charges for all equipment requested.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$22,064.00	\$0.00	Other

CHANGE FROM APPLICATION

Cost 1 **Quantity** from 1 to 0

JUSTIFICATION

This reduction is due to the relative prioritization of one or more of your items or projects

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

Thermal Imaging Camera with video laser range finder technology with batteries (one main and on spare), vehicle mounted chargers, vehicle mounting equipment, carabineer clips, lanyards and sales tax.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$9,060.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Quantity** from 25 to 0

JUSTIFICATION

This reduction is due to the relative prioritization of one or more of your items or projects

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: SANTA CLARA, CITY OF

DUNS number: 044686892

Award number: EMW-2019-FG-02527

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-02527	2. Amendment No. N/A	3. Recipient No. 946000426	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address SANTA CLARA, CITY OF 777 BENTON ST SANTA CLARA, CA 95050		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Nicole Gresham		9a. Phone No. 6602039103	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/30/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/06/2020 to 08/05/2021 Budget Period 08/06/2020 to 08/05/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$40,168.18	\$40,168.18	\$4,016.82
Totals			\$0.00	\$40,168.18	\$40,168.18	\$4,016.82
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	07/30/2020



Agenda Report

20-940

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Amendment to the Software Maintenance Agreement with ABB Enterprise Software Inc.
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

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 Enterprise Software (ABB) and operates on proprietary ABB software.

SVP initially purchased the ABB SCADA system in 1997 after a competitive solicitation process. Since that time, the system has been maintained and upgraded using Software Maintenance Agreements with ABB similar to the attached. When SVP updates the system with new versions of the ABB software and associated hardware, ABB charges only for the labor required to migrate the system to the new platform. No new licensing costs are incurred. It is difficult, and not very cost effective, to move to new platforms given the complexity of the systems, and the amount of SVP intellectual property that would have to be recreated in a new platform. Typically utilities do not switch SCADA systems unless the utility is unsatisfied with the vendor, or its offering. Since implementation of the system in 1997, ABB has provided excellent service and response time.

DISCUSSION

Under this proposed Amendment, ABB will provide maintenance and support services for the SCADA system as required to maintain operational reliability and cyber security for this critical system. Staff recommends entering into an Amendment to the original Agreement to extend the term for five years. The term of the proposed Amendment to the Agreement is September 1, 2020 through August 31, 2025 with a total cost not to exceed \$896,293. ABB is currently undergoing a process to divest its Power Grids Business to Hitachi. Staff recommends that the City Manager is granted authority to execute any agreements associated with this transfer subject to review by the City Attorney.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The cost of the proposed Amendment is \$896,293 for the period of September 1, 2020 through August 31, 2025 for the maintenance service fees. The amendment also allows for additional support hours at a cost of \$38,700 for 100 man-hour blocks. Funding to cover the maintenance fees in year one of the proposed Amendment is available in the Adopted FY 2020/21 Operating Budget,

Electric Utility Fund. If additional support hours are needed, budget savings in other areas will be identified to cover the cost. SVP has not needed additional support hours in the past but has planned for this possibility in case of unanticipated issue.

Funding for years two through five are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute an Amendment to the Software Maintenance Agreement with ABB Enterprise Software Inc. for maintenance of the SCADA System and to execute future amendments or agreements, as needed associated with the change in ownership of ABB's Power Grids Business; and
2. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor or consultant and approval by the City, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Software Maintenance Agreement
2. Amendment to the Software Maintenance Agreement

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: David W. Aldrup
Printed Name: David W. Aldrup
Title: SVP, Network Control
Company: ABB
Date: 9/18/2017



Jarod Zhang
Regional Controller, NC
09-19-2017

(LICENSEE)

By: Deanna J. Santana
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
Diana Farley

ATTEST:

[Signature]
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 - Oracle Oracle 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.

Q: 10/11/11 11:11 AM
10/11/11 11:11 AM

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 --

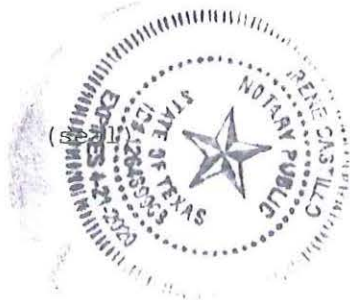
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or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

	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 Services 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 right to subcontract, assign, transfer, novate or otherwise dispose of this Contract and all of its 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.

City of Santa Clara

By: _____

By: _____

Name: George Galaz

Name: _____

Title: Vice President, Network Control

Title: _____

Date: _____

Date: _____

ABB Enterprise Software Inc.

By: _____

Name: Jarod Zhang

Title: Regional Controller, Network Control

Date: _____



Agenda Report

20-883

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project (Project) is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

The City Council has previously taken a number of actions on the project:

- June 16, 2015 - Adopted the FY 2015/16 Capital Improvement Program (CIP) Budget which included the initial funding for the engineering for this 60kV conductoring and upgrading project.
- July 12, 2016 - Approved a professional services agreement with Electrical Consultants, Inc. to provide transmission line engineering design services which included reconfiguring the south transmission loop.
- January 14, 2020 - Amended a service agreement with Valbridge Property Advisors to perform appraisal services as part of the easement acquisition for the Project.
- July 7, 2020 - Adopted the Negative Declaration and Mitigation, Monitoring and Reporting Program for the Project and increased the capital funding of the Transmission System Reinforcements Capital Improvement Program Project (No. 2124) by \$6,300,000.

The majority of the new 60 kV transmission line would be constructed along the following city streets in areas where existing power lines do not currently exist: Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard. The Project requires the acquisition of thirty-seven (37) parcel easements to facilitate construction of multiple new monopole steel structures and results in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements electrical facilities. Three of the property owners of certain parcels have agreed to the Purchase and Sale Agreements for SVP to acquire the electric utility easements.

DISCUSSION

The City has negotiated the proposed purchase of the easements from the following three (3) property owners of certain parcels necessary for the Project, upon the terms set forth below.

Address	Grantors	APN	Purchase Price
2325 Lafayette St	Richard E. Long, Trustee	224-40-009	\$18,700
1015 Martin Ave	Bay Area Cellular Telephone Co.	224-60-006	\$35,000
2301 Lafayette St	William E and Ann E Meuser, Trustees	224-40-007	\$28,200

ENVIRONMENTAL REVIEW

The potential impacts to the Project were addressed in the Mitigated Negative Declaration (MND) [SCH#2020-05-9009] prepared by the environmental consultant firm, Aspen Environmental Group and was adopted by Council on July 7, 2020 by Resolution No. 20-8869.

FISCAL IMPACT

The total cost of the electric utility easement purchases is \$81,900. Funds are available in the Adopted Biennial FY 2020/21 and FY 2021/22 Capital Improvement Program Transmission System Reinforcement Project's budget.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Adopt the Resolution approving the purchases of overhead electric easements at 2325 Lafayette Street [APN 224-40-009], 1015 Martin Avenue [APN 224-60-006], and 2301 Lafayette Street [APN 224-40-007]; and
2. Authorize the recordation thereof.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Agreement for Purchase and Sale - 2325 Lafayette Street [APN 224-40-009]
3. Agreement for Purchase and Sale - 1015 Martin Avenue [APN 224-60-006]
4. Agreement for Purchase and Sale - 2301 Lafayette Street [APN 224-40-007]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING PURCHASES OF OVERHEAD
ELECTRIC EASEMENTS**

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

WHEREAS, the City of Santa Clara, a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (“City” or “SVP”) is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP’s systems. The South Loop Reconfigure Project (“Project”) is a keystone project for this effort; and

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

WHEREAS, the Project was analyzed in accordance with the requirements of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration (MND) [SCH# 2020-05-9009] was prepared for the project by the environmental consultant firm Aspen Environmental Group, and adopted by Council on July 7, 2020 by Resolution No. 20-8869; and

WHEREAS, City Council provided authority to negotiate Easements with owners of certain parcels required to construct the Project and the City has reached agreements with the 3 property owners to purchase easements necessary for the Project, upon the terms set forth below.

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

1. That the purchase of the easements from the following three (3) property owners for the negotiated purchase prices are approved.

Address	Grantors	APN	Purchase Price
2325 Lafayette St	Richard D. Long, Trustee	224-40-009	\$18,700
1015 Martin Ave	1015 Martin Ave, LLC	224-60-006	\$35,000
2301 Lafayette St	William E and Ann E Meuser, Trustees	224-40-007	\$28,200

2. That the City Manager, or duly authorized designee, is hereby authorized and directed to execute the Purchase and Sale Agreements (Utility Easement) with each of the forgoing Grantors, which are attached to the Report to Council accompanying this Resolution and presented to the City Council on October 13, 2020, as incorporated by this reference.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2020, 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. RTC 20-883
2. Agreement for Purchase and Sale - 2325 Lafayette Street [APN 224-40-009]
3. Agreement for Purchase and Sale - 1015 Martin Avenue [APN 224-60-006]
4. Agreement for Purchase and Sale - 2301 Lafayette Street [APN 224-40-007]

AGREEMENT FOR PURCHASE AND SALE (UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of _____, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and RICHARD D. LONG, SOLE TRUSTEE OF THE BYPASS TRUST OF THE RICHARD D. AND DORTHY A. LONG REVOCABLE TRUST, DATED FEBRUARY 18, 1994 ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

RECITALS

WHEREAS, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

WHEREAS, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

ARTICLE 1 PURCHASE

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 2325 Lafayette Street APN: 224-40-009 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

ARTICLE 2 PURCHASE PRICE

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Eighteen Thousand Seven Hundred and no/100 Dollars (\$18,700.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated September 17, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. Richard D. Long is the sole trustee of the Bypass Trust of the Richard and Dorothy A. Long Revocable Trust, dated February 18, 1994, is a trust, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior

correspondence, agreements, and understandings both verbal and written. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:

Richard D. Long, Trustee
Attention: Richard D. Long
17810 Foster Road
Los Gatos, CA 95030
Telephone: 408-656-5277

To Grantee: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager
Telephone: 408-615-2210

With a copy to: City of Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Attorney
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

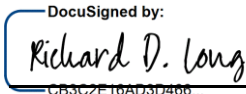
IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

GRANTOR

Richard D Long, Trustee

GRANTEE

City of Santa Clara,
a municipal corporation

By:  _____
CB3C2E16AD3D466...

By: _____

Title: _____

Title: _____

Date: 10/7/2020 _____

Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A**(Description of Easement)**

SVP REF: SC 19-200

EXHIBIT "A"

POWERLINE EASEMENT ACROSS:
 RICHARD D. AND DOROTHY A. LONG
 REVOCABLE TRUST
 2325 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-40-009
 EASEMENT AREA: 644 SQ. FT. ±

DESCRIPTION:

A portion of that parcel of land conveyed in that certain Quit Claim Deed recorded February 6, 1995 as Document No. 12795814 in Book N751, Pages 26 and 27, and that certain Affidavit recorded August 4, 2017 as Document No. 23719742 in the Office of the Recorder of the County of Santa Clara (ORCSC), and herein after known as the Grantor's Parcel, being a Portion of Lot 1 in Block 2, as shown on the Map of the "Laurelwood Farm Subdivision," recorded March 13, 1924, in Book S of Maps at Pages 7 and 8, Records of Santa Clara County, California, and also a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

COMMENCING at a monument located in the centerline of Lafayette Street; thence North 15°35'54" West 73.04 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 59.81 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°26'07" East 11.09 feet along the southerly line of said parcel; thence North 15°30'20" West 59.78 feet to the northerly line of said parcel; thence South 89°25'35" West 11.19 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 644 square feet, more or less.



REV: 0	DATE: 4/29/2020	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
		RICHARD D. AND DOROTHY A. LONG REVOCABLE TRUST APN: 224-40-009 2325 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050			
SHEET: 1 OF 2					

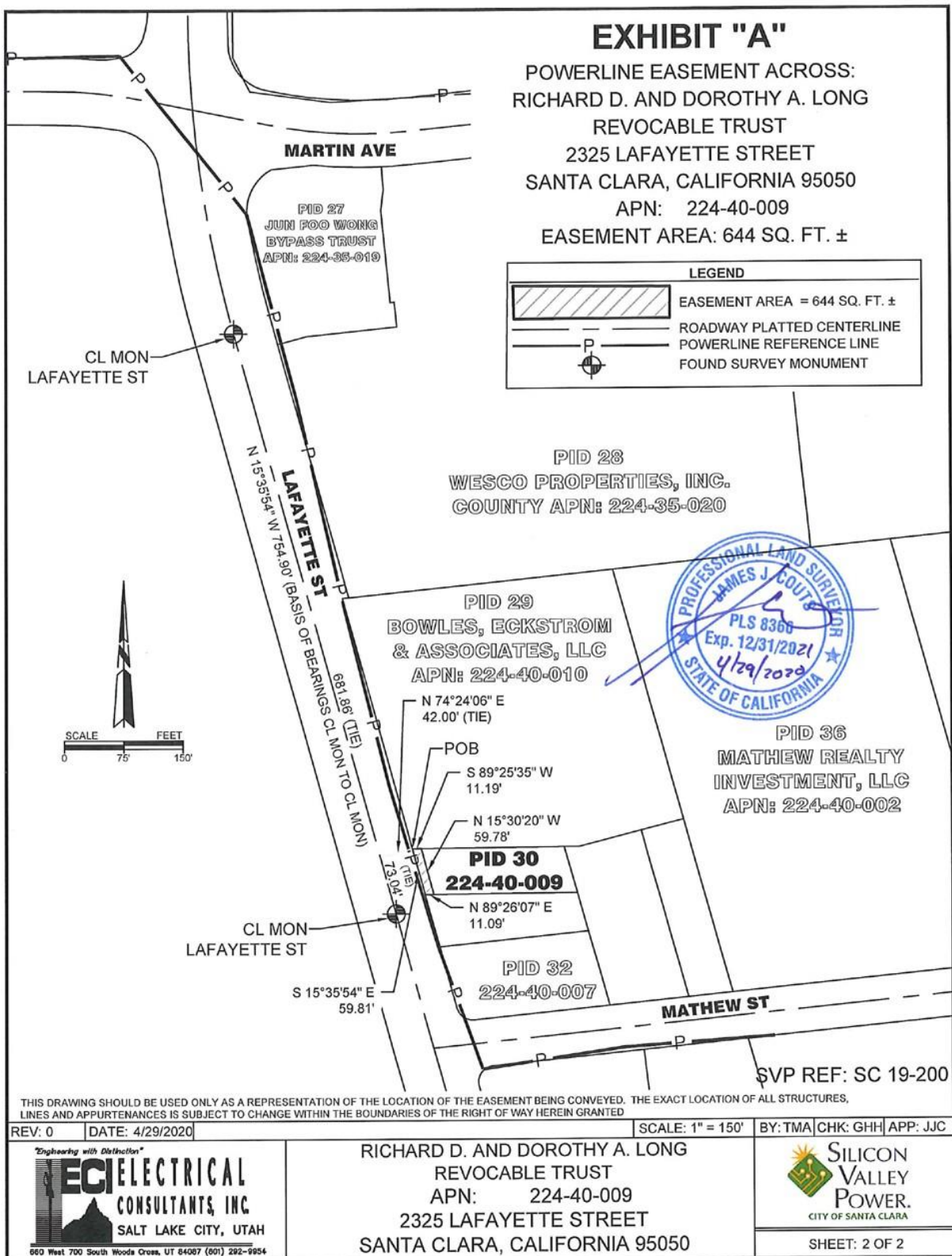


EXHIBIT B

(Overhead Electric Easement Deed)

Recording Requested by:

Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

APN: 224-40-009

EXEMPT FROM RECORDING FEE
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE
PER GOV'T CODE § 27388.1 (a)(2)(D)

OVERHEAD ELECTRIC EASEMENT DEED

**2325 Lafayette Street
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Richard D. Long, sole trustee of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with

its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

IN WITNESS WHEREOF, said grantor has hereunto set their hands this _____ day of _____, 2020.

Richard D. Long, Trustee

By: _____

Title: _____

Date: _____

APPROVED FOR FORM:

Brian Doyle
City Attorney

ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT. IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.
ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

CALIFORNIA NOTARY 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 _____

On _____ before me, _____ (name and title of 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 she/he/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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the _____ of _____ 2020, from **Richard D. Long, sole trustee of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994** (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. _____ adopted on _____, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-40-009

Dated: This _____ day of _____, 2020

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

ATTEST: NORA PIMENTEL, MMC
Assistant City Clerk

Exhibit A

SVP REF: SC 19-200

EXHIBIT "A"

POWERLINE EASEMENT ACROSS:
 RICHARD D. AND DOROTHY A. LONG
 REVOCABLE TRUST
 2325 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-40-009
 EASEMENT AREA: 644 SQ. FT. ±



DESCRIPTION:

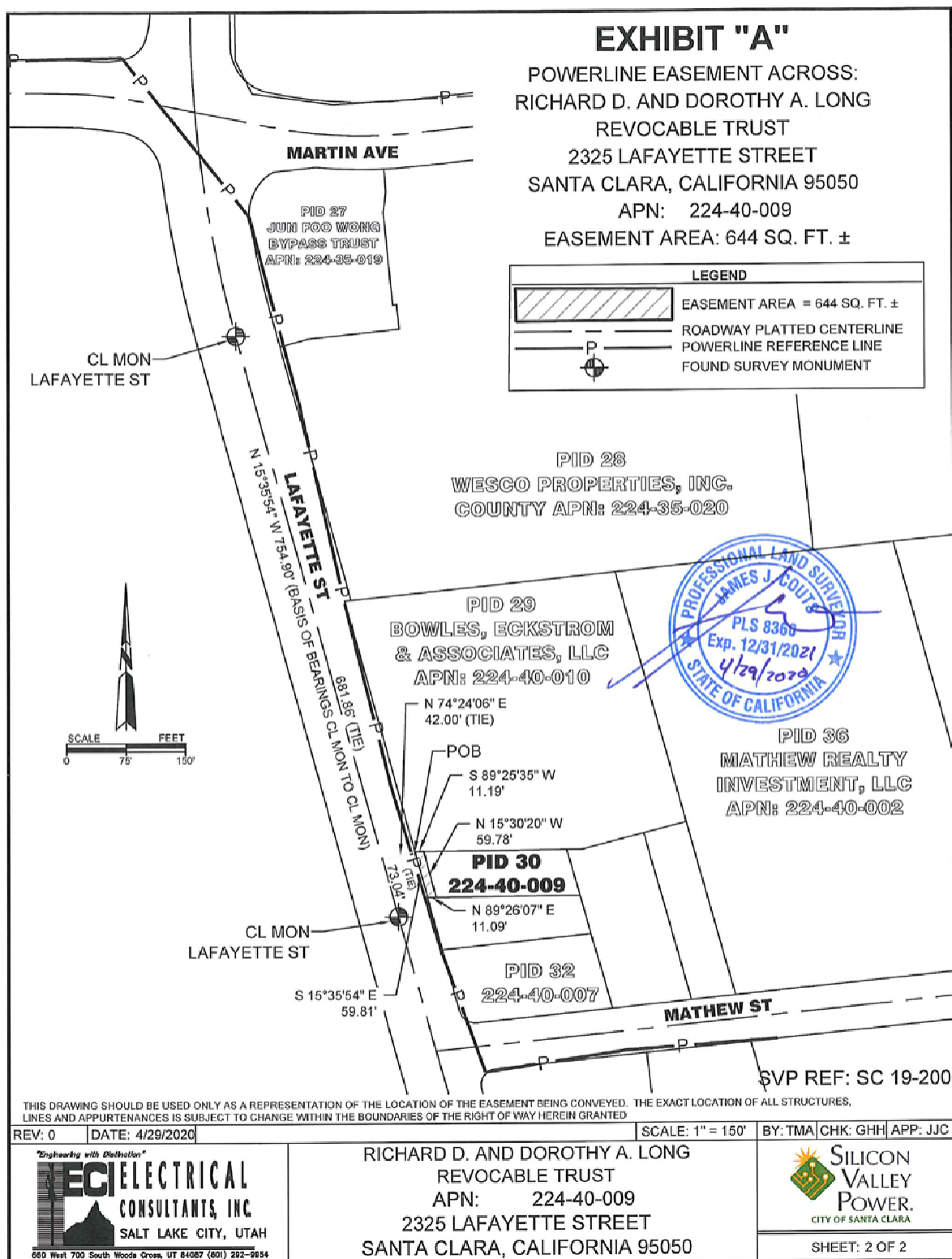
A portion of that parcel of land conveyed in that certain Quit Claim Deed recorded February 6, 1995 as Document No. 12795814 in Book N751, Pages 26 and 27, and that certain Affidavit recorded August 4, 2017 as Document No. 23719742 in the Office of the Recorder of the County of Santa Clara (ORCSC), and herein after known as the Grantor's Parcel, being a Portion of Lot 1 in Block 2, as shown on the Map of the "Laurelwood Farm Subdivision," recorded March 13, 1924, in Book S of Maps at Pages 7 and 8, Records of Santa Clara County, California, and also a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

COMMENCING at a monument located in the centerline of Lafayette Street; thence North 15°35'54" West 73.04 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 59.81 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°26'07" East 11.09 feet along the southerly line of said parcel; thence North 15°30'20" West 59.78 feet to the northerly line of said parcel; thence South 89°25'35" West 11.19 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 644 square feet, more or less.



REV: 0	DATE: 4/29/2020	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
<div><div><div>Engineering with Distinction</div><div></div><div>ECI ELECTRICAL CONSULTANTS, INC.</div><div>SALT LAKE CITY, UTAH</div><div>680 West 700 South Woods Cross, UT 84087 (801) 292-9954</div></div></div>		RICHARD D. AND DOROTHY A. LONG REVOCABLE TRUST APN: 224-40-009 2325 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		<div><div></div><div>SILICON VALLEY POWER.</div><div>CITY OF SANTA CLARA</div></div>	
				SHEET: 1 OF 2	



AGREEMENT FOR PURCHASE AND SALE (UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of _____, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and 1015 MARTIN AVENUE, LLC, a California limited liability company ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

RECITALS

WHEREAS, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

WHEREAS, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

ARTICLE 1 PURCHASE

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 1015 Martin Avenue APN: 224-60-006 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

ARTICLE 2 PURCHASE PRICE

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Thirty Five Thousand and no/100 Dollars (\$35,000.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated April 27, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. 1015 MARTIN AVENUE, LLC is a California limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:	1015 Martin Avenue, LLC
	Attention: Don Arata
	1655 Old County Road
	San Carlos, CA 94070
	Telephone: 650-508-1010

To Grantee: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager
Telephone: 408-615-2210

With a copy to: City of Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Attorney
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

GRANTOR

1015 Martin Avenue, LLC,
a California limited liability company

GRANTEE

City of Santa Clara,
a municipal corporation

DocuSigned by:
By: **DON ARATA**
D2F0D877AE7543D...

By: _____

Title: V. P.

Title: _____

Date: 10/2/2020

Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A**(Description of Easement)**

SVP REF: SC 19-192

EXHIBIT "A"

POWERLINE EASEMENT ACROSS:

1015 MARTIN AVENUE, LLC.

1015 MARTIN AVENUE

SANTA CLARA, CALIFORNIA 95050

APN: 224-60-006

EASEMENT AREA: 1,419 SQ. FT. ±

DESCRIPTION:



A portion of that parcel of land conveyed in that certain Grant Deed recorded March 27, 2019 as Document No. 24143167 in the Office of the Recorder of the County of Santa Clara (ORCSC), herein after known as the Grantor's parcel, being a Portion of Lots 2 and 3, as shown on that certain Map entitled, "Map of the Oak's Subdivision," which Map was filed for record in the ORCSC on November 25, 1907 in Book M of Maps, page(s) 5, and also a portion of the Southeasterly one-fourth of Section 34, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

COMMENCING at a monument in the centerline of Martin Avenue (as shown on sheet 2); thence North 89°23'07" West 558.34 feet along said centerline; thence North 00°36'53" East 42.00 feet to the southwest corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence South 89°23'07" East 188.04 feet along the northerly right-of-way line of said Martin Avenue to a southeasterly corner of said Grantor's Parcel; thence North 01°13'21" East 6.44 feet along the easterly line of said Grantor's Parcel; thence North 88°35'55" West 118.82 feet; thence North 89°25'24" West 69.21 feet to the westerly line of said Grantor's Parcel; thence South 01°13'21" West 8.02 feet along said westerly line to the **POINT OF BEGINNING**.

Containing 1,419 square feet, more or less.

Sheet 2 of 2, by this reference made a part hereof.



REV: 0	DATE: 5/7/20	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
		1015 MARTIN AVENUE, LLC. APN: 224-60-006 1015 MARTIN AVENUE SANTA CLARA, CALIFORNIA 95050			
880 West 700 South Weeds Cross, UT 84087 (801) 282-0884				SHEET: 1 OF 2	

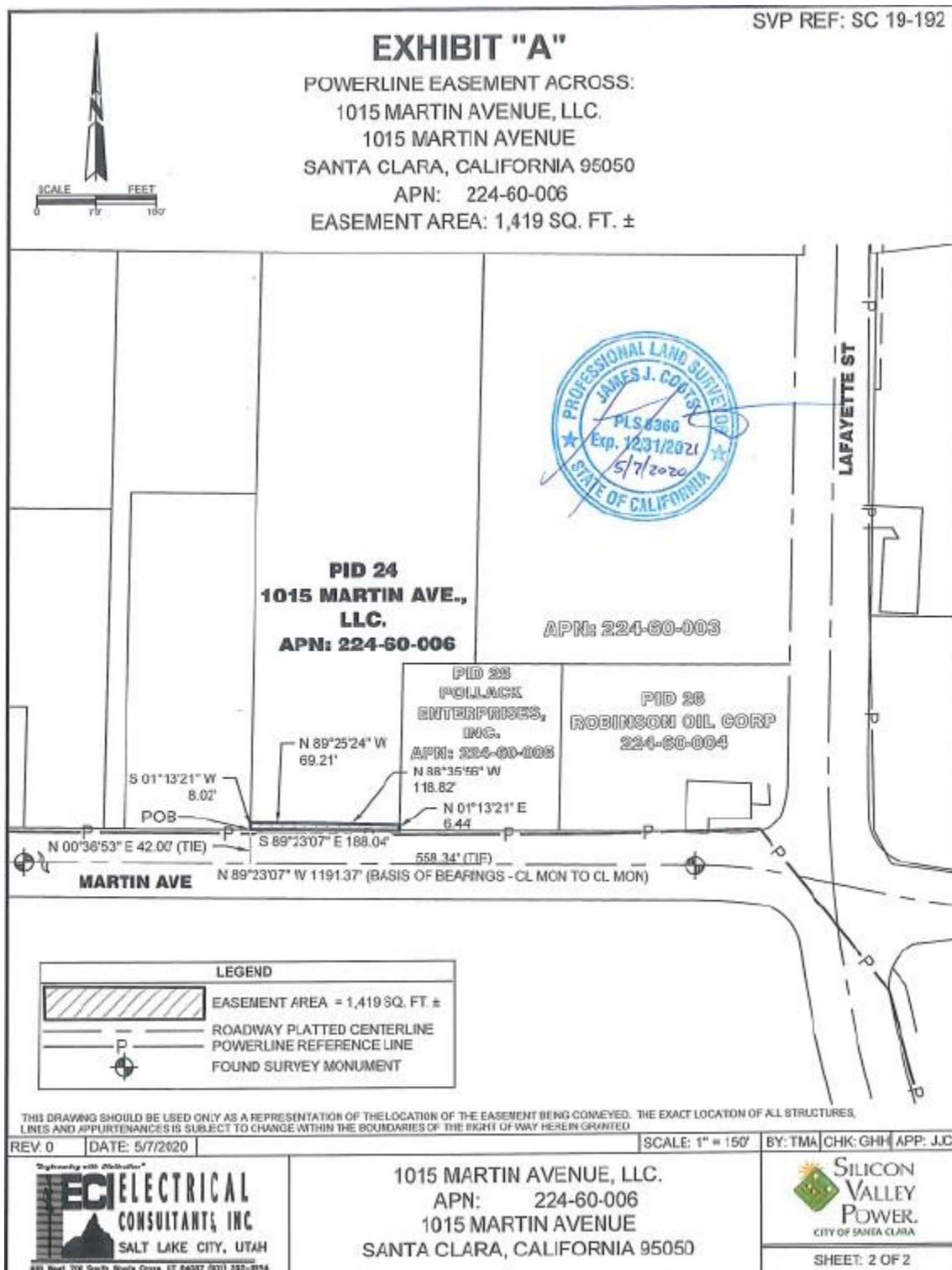


EXHIBIT B

(Overhead Electric Easement Deed)

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

APN: 224-60-006

EXEMPT FROM RECORDING FEE
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE
PER GOV'T CODE § 27388.1 (a)(2)(D)

OVERHEAD ELECTRIC EASEMENT DEED

**1015 Martin Avenue
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **1015 MARTIN AVENUE, LLC, a California limited liability company** (herein “**Grantor**”), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein “**Grantee**”), an easement and right-of-way (herein “**Easement**”) in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Easement Area**”).

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor’s property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee’s use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee’s express written consent and only after Grantee’s review of plans and specifications and determination that such use will not interfere with

its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

IN WITNESS WHEREOF, said grantor has hereunto set their hands this ____ day
of _____, 2020.

1015 MARTIN AVENUE, LLC

By: _____

Print Name: _____

Title: _____

APPROVED FOR FORM:

Brian Doyle
City Attorney

ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT. IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.

ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

CALIFORNIA NOTARY 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 _____

On _____ before me, _____ (name and title of 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 she/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)

AGREEMENT FOR PURCHASE AND SALE (UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of _____, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and WILLIAM E. MEUSER AND ANN E MEUSER AS TRUSTEES UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000 ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

RECITALS

WHEREAS, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

WHEREAS, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

ARTICLE 1 PURCHASE

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 2301 Lafayette Street APN: 224-40-007 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

ARTICLE 2 PURCHASE PRICE

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Twenty Eight Thousand Two hundred and no/100 Dollars (\$28,200.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated April 24, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. William E. Meuser and Ann E. Meuser are trustees under the William E. and Ann E. Meuser Trust dated August 23, 2000 and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no other contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:	William E. and Ann E. Meuser P.O. Box 353 Denver, NC 28037 Telephone: 408-710-4143
-------------	---

To Grantee:	City of Santa Clara 1500 Warburton Avenue
-------------	--

Santa Clara, CA 95050
Attn: City Manager
Telephone: 408-615-2210

With a copy to:

City of Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Attorney
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

GRANTOR

William E. Meuser

DocuSigned by:



Title: Trustee

Date: 10/5/2020_____


GRANTEE

City of Santa Clara,
a municipal corporation

By: _____

Ann E. Meuser

DocuSigned by:



Title: Trustee

Date: 10/5/2020_____

Title: _____

Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A
(Description of Easement)

SVP REF: SC 19-202	
<p>EXHIBIT "A" POWERLINE EASEMENT ACROSS: WILLIAM E. AND ANN E. MEUSER TRUST 2301 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050 APN: 224-40-007 EASEMENT AREA: 1,324 SQ. FT. ±</p>	
<p>DESCRIPTION:</p> <p>A portion of that parcel of land conveyed in that certain Grant Deed recorded September 28, 2000 as Document No. 15407706, in the Office of the Recorder of the County of Santa Clara (ORCSC), being a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., and herein after known as the Grantor's Parcel, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:</p> <p>COMMENCING at a monument located in the centerline of Lafayette Street, thence South 15°35'54" East 54.74 feet along said centerline, thence North 74°24'09" East 42.00 feet to the northwesterly corner of said Grantor's Parcel and the POINT OF BEGINNING, thence South 15°35'54" East 79.98 feet along the easterly right-of-way line of said Lafayette Street to the beginning of a curve concave northeasterly, having a radius of 20.00 feet; thence southeasterly 27.88 feet along said curved right-of-way line through a central angle of 80°11'45" (chord bears South 55°41'47" East 25.76 feet); thence North 84°12'21" East 1.33 feet along the northerly right-of-way line of Mathew Street; thence North 19°50'51" West 96.35 feet to the northerly line of said Grantor's Parcel; thence South 84°12'21" West 10.78 feet along said northerly line to the POINT OF BEGINNING.</p> <p>Containing 1,324 square feet, more or less.</p>	
<div></div>	
REV: 0 DATE: 4/24/2020	SCALE: N/A BY: TMA CHK: GPH APP: JJC
 <p>ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH</p>	<p>WILLIAM E. AND ANN E. MEUSER TRUST APN: 224-40-007 2301 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050</p> <div><p>SILICON VALLEY POWER A DIV OF CARRIZO</p></div>
SHEET: 1 OF 2	

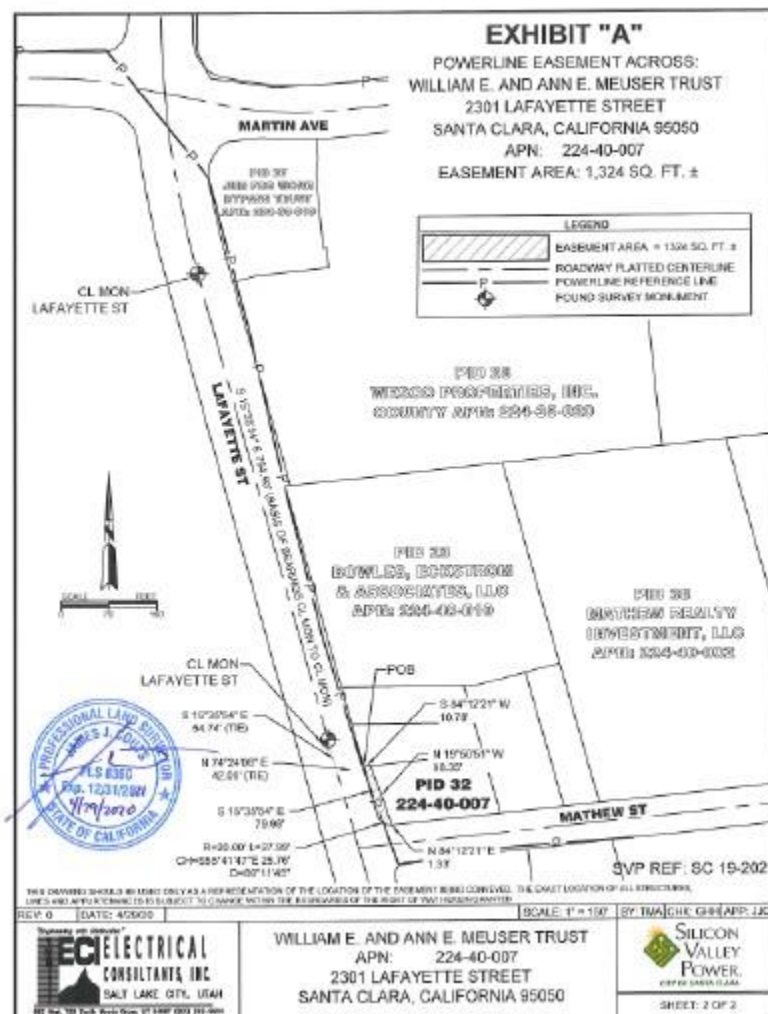


EXHIBIT B

(Overhead Electric Easement Deed)

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

APN: 224-40-007

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE
PER GOV'T CODE § 27388.1 (a)(2)(D)

OVERHEAD ELECTRIC EASEMENT DEED

**2301 Lafayette Street,
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **WILLIAM E. MEUSER AND ANN E. MEUSER AS TRUSTEES UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with

its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this_____day
of_____, 2020.

WILLIAM E. MEUSER

By:_____

Print Name:_____

APPROVED FOR FORM:

ANNE E. MEUSER

Brian Doyle
City Attorney

By:_____

Print Name:_____

Title:_____

ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT. IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.
ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

CALIFORNIA NOTARY 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 _____

On _____ before me, _____ (name and title of 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 she/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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the _____ of _____, 2020, from WILLIAM E. MEUSER AND ANN E. MEUSER AS TRUSTEE UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000 (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easements, Resolution No. _____ adopted on _____, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-40-007

Dated: This _____ day of _____, 2020

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

ATTEST: NORA PIMENTEL, MMC
Assistant City Clerk



Agenda Report

20-887

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Approval to Negotiate Expansion of Recycled Water and Potable Reuse through a Proposed Purified Water Project at the Regional Wastewater Facility (RWF) [Council Pillar: Promote Sustainability and Environmental Protection]

BACKGROUND

Santa Clara has a long-term commitment and history of regional collaboration regarding the use and expansion of recycled water dating back to 1986, when recycled water began to be used to irrigate the City's golf course. In 2014, Levi's Stadium became the first stadium in California to use recycled water and in 2018, the City received a Resource Efficiency Award from the California Public Utilities Commission (CPUC). Currently, approximately 20% of the City's water supply portfolio consists of recycled water.

The City has three potable water supplies; groundwater from its more than 20 active groundwater wells, treated water from the Santa Clara Valley Water District (Valley Water), and San Francisco Public Utilities Commission (SFPUC) water delivered via the Hetch Hetchy reservoir and distribution system. Having multiple sources of water provides operational flexibility and sustainability of the City's water supply. The City's effort to ensure long term sustainability of its water supply is ongoing on several fronts due to increased density through development and the susceptibility to drought in the region. Recycled water is utilized at irrigated sites, data centers and office buildings with over 280 customers.

Recycled water is produced by treating sewage at the San José-Santa Clara Regional Wastewater Facility (RWF), jointly owned with the City of San José. It is distributed to Santa Clara and other customers through South Bay Water Recycling for non-potable uses since 1996 via the recognizable purple pipes. There has been some movement recently by some water suppliers towards using advanced treatment techniques that would allow recycled water to supplement the potable supply through direct or indirect potable reuse.

DISCUSSION

In December of 2019, Valley Water reached an agreement with the cities of Mountain View and Palo Alto to fund a majority of the cost to construct a local advanced treatment facility for recycled water at the Regional Water Quality Control Plan (RWQCP), operated by the City of Palo Alto. In addition, Valley Water agreed to purchase effluent from the RWQCP, that would ultimately be treated and used to supplement the potable water supply. The agreement was highlighted by Valley Water as an important step towards reaching their goal of doubling the use of recycled water by 2025, a goal outlined in their Countywide Recycled Water Master Plan.

In January of 2020, Valley Water approached San José and Santa Clara regarding an expansion of recycled water and potable reuse through a proposed Purified Water Project at the RWF. Valley Water is interested in a negotiated agreement that is modeled after the agreement reached with the cities of Mountain View and Palo Alto. Two discussion meetings were held between the parties in February and March of 2020. At that time, both San José and Santa Clara staff indicated that they would need guidance from their respective Councils to enter into negotiations. In September, San José Council authorized staff to do so. Santa Clara staff is seeking that same authorization in order to negotiate an agreement that provides Santa Clara with a local and drought-resilient water supply through water reuse programs. Any proposed agreement will have to be approved by Council at a future date.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Authorizing staff to negotiate does not have any fiscal impact. Any proposed agreement that is the result of these negotiations would require separate Council action.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager, or her designee, to negotiate with the City of San José and Valley Water regarding expansion of recycled water and potable reuse through a proposed Purified Water Project at the RWF.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Deanna J. Santana, City Manager



Agenda Report

20-693

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Public Hearing: Consideration of a Proposed Resolution Amending the Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

On October 8, 2011, the governor signed Assembly Bill 1027 (AB 1027), which requires that publicly owned utilities make “appropriate” space available for use by cable television corporations, video service providers, and telephone corporations. AB 1027 also imposes conditions on the manner in which usage fees and conditions of access are determined. Contracts executed before January 1, 2012 were allowed to continue in effect. Subsequent agreements are required to meet AB 1027 requirements.

Through its Electric Utility, Silicon Valley Power (SVP), the City of Santa Clara owns approximately 11,000 power poles that are used to support SVP’s overhead electric transmission and distribution equipment. A portion of the space on these poles is leased on a non-discriminatory basis under long-term agreements to third parties, typically telecommunications and cable television providers. These agreements provide for payment of pole attachment rates for various types of pole attachments. All of these agreements are subject to approval by the City Council.

In compliance with AB 1027, SVP conducted a cost of ownership study in 2015 to develop various pole attachment rates for third party communications attachments to City owned utility poles. Consequently, City Council adopted Resolution 16-8285 on January 12, 2016 to amend the rates for third party communications attachments to City owned poles, and further adopted Resolution 18-8594 on August 21, 2018 to include small cell attachment rate to City owned utility poles. Pursuant to Resolution 16-8285 and Resolution 18-8594, the cost of ownership study should be updated in 2020 for the pole attachment rates to be effective in 2021.

AB 1027 also provides for an extensive public notice, public hearing and Council adoption process. The Council must hold an initial public hearing introducing the proposed pole attachment rate resolution as well as providing detailed supporting documentation (set forth in Exhibit A) at least 14 days before the initial public hearing. After at least 30 days, at a successor public hearing, the Council may adopt the resolution. The analysis in Exhibit A has been available for public inspection since September 29, 2020, as required by AB 1027. Finally, the resolution may not become effective until at least 60 days after Council adoption.

DISCUSSION

Staff has performed an updated cost study of various types of pole attachments under the same share of ownership assumed and methodology used in the 2015 study underlying current rates. As a

result of this updated cost study, staff is proposing revised rates for FY20-21 for five types of pole attachments based on the allocated costs of ownership. Following is a comparison of current rates (per pole attachment per year) and rates proposed to be effective for all agreements subject to AB 1027.

	Cable	Equipment	Riser	Anchor	Small Cell
	Attachment	Attachment	Attachment	Attachment	Attachment
Current	\$ 16.76	\$ 47.58	\$ 35.21	\$ 3.26	\$ 85.23
Proposed	\$ 19.92	\$ 56.58	\$ 41.87	\$ 3.88	\$ 103.89
Increase - \$	\$ 3.17	\$ 9.00	\$ 6.66	\$ 0.62	\$ 18.66
Increase - %	18.9%	18.9%	18.9%	19.0%	21.9%

The primary reason for the above increases is an increase in SVP's recorded electric overhead distribution maintenance and operating expenses, using the same allocation percentage to the poles used by the above attachment types as the allocation used in the 2015 study. Also in line with the methodology underlying the current pole attachment rates, staff is proposing that the proposed rates be increased by 2.5% in each fiscal year after 2021, as a proxy for general inflation. Staff further proposes that a cost study be performed in FY 24-25 to establish the pole attachment rates to be effective in FY 25-26.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The increased revenue from pole attachment compensates SVP for cost increases related to the depreciated installed cost of SVP's distribution poles, as well as the cost of operating and maintaining those poles. The estimated additional annual revenue is approximately \$70,000.

COORDINATION

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

PUBLIC CONTACT

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

Pursuant to AB 1027, at least fourteen (14) days before the public hearing date, City shall mail a notice of the time and place of the public hearing, including a general explanation of the matter to be considered, and a statement that the data indicating the cost is available for review to a person or entity who files a written request with City for a mailed notice of the upcoming public hearing. In addition, at least ten (10) days before the public hearing, SVP shall make the data indicating the cost

available on SVP's website at www.siliconvalleypower.com <<http://www.siliconvalleypower.com>>.

RECOMMENDATION

Consider the proposed Resolution amending the rates for attachments to City owned utility poles by third party communications providers and set November 17, 2020 for the adoption of the Resolution.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Exhibit A - Report on Derivation of FY 2020-2021 Pole Attachment Rates

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,
AMENDING RATES FOR THIRD PARTY COMMUNICATIONS
ATTACHMENTS TO UTILITY POLES OWNED BY THE CITY OF
SANTA CLARA**

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

WHEREAS, pursuant to Santa Clara City Code Section 13.05.040, all electric energy and power furnished to customers of the City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), shall be charged, paid for and supplied in accordance with certain electric rate schedules, tariffs, and rules and regulations adopted and amended from time to time by the City Council; and

WHEREAS, Silicon Valley Power leases available space on its electric distribution poles to communications providers under long-term agreements; and

WHEREAS, those agreements incorporate rates for cable attachments, equipment attachments, riser attachments, anchor guy attachments, and small cell attachments (together, "pole attachments") that are revised each year under the terms of those agreements; and

WHEREAS, on October 8, 2011, the governor signed AB1027, which added Sections 9510-9519 to the Public Utilities Code and required that publicly owned utilities make "appropriate" space available for use by cable television corporations, video service providers, and telephone corporations; and

WHEREAS, AB1027, as it applies to the City of Santa Clara, requires that the rates charged by the City of Santa Clara for pole attachments be based on Silicon Valley Power's "cost of ownership," as that term is defined in AB1027, and

WHEREAS, AB1027 states that the pole attachment rates and service conditions determined pursuant to AB1027 shall not affect pole attachment agreements executed prior to January 1, 2012, and;

WHEREAS, a Silicon Valley Power staff report, which included a proposal to amend Silicon Valley Power's various pole attachment rates in accordance with the requirements of AB1027, was heard by the City Council at its regularly scheduled public meeting on October 13, 2020; and

WHEREAS, in accordance with AB 1027, at least ten (10) days before the public hearing date, the City of Santa Clara made the Derivation Report available on Silicon Valley Power's website at www.siliconvalleypower.com; and

WHEREAS, in conformance with AB1027, the date of this resolution is November 17, 2020, which is more than 30 days after the public meeting referenced above, and the effective date of the rates adopted by this resolution is January 16, 2021, which is 60 days after the date of this resolution; and

WHEREAS, the City Council reviewed and approved the recommendations contained in the staff report, which included the recommendation that the City Council amend Silicon Valley Power's rates for pole attachments in agreements executed after January 1, 2012.

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

1. That the amended pole attachment rates were presented by Silicon Valley Power staff to the City Council during its regularly scheduled meeting on October 13, 2020; and
2. The proposed pole attachment rate changes and annual escalator presented by Silicon Valley Power staff at that meeting and incorporated in the "Report on Derivation of Fiscal Year 2020-2021 Pole Attachment Rates," attached hereto as Exhibit A, shall be and are adopted by the City Council; and
3. That true and correct copies of this Resolution shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while these pole attachment rates are effective, and, until further amended or replaced, be open to public investigation and inspection during the regular business hours of such offices; and

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING
THEREOF HELD ON THE ____ DAY OF _____, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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

Attachments incorporated by reference:

1. Exhibit A – Report on Derivation of FY 2020-2021 Pole Attachment Rates

EXHIBIT A

Report on Derivation of FY 2020-2021 Pole Attachment Rates

Summary

This study updates the 2015 study used to determine SVP pole attachment rates for cable, equipment, riser and anchor attachment rates that initially became effective in 2016 (Resolution 16-8285), and also the pole attachment rate for small cell that was initially established in 2018 (Resolution 18-8594). The purpose of this report is to document the process and assumptions used in the 2015 study and update the cost of ownership to derive the pole attachment rates for third party communications attachment to utility poles owned by City to become effective upon the effective date of the City Council resolution adopting these rates. These rates, expressed in dollars per attachment per year, are shown below.

Pole Attachment	\$ 19.92
Equipment Attachment	\$ 56.58
Riser Attachment	\$ 41.87
Anchor Attachment	\$ 3.88
Small Cell Attachment	\$103.89

The proposed pole attachment rates reflect the requirements of AB1027, which was signed by the Governor on October 8, 2011. Among other things, AB1027 requires that pole attachment rates be based on SVP's annual cost of ownership, which is the sum of capital costs and annual operation costs of the pole or support structure used for pole attachments. Annual capital costs must be based on SVP's net investment in equipment (capital costs) necessary for use by a communication service provider. Further, "the basis for the computation of annual capital costs shall be historical capital less depreciation." And, "depreciation shall be based upon the average service life of the utility pole or support structure."

AB1027 requires the annual cost of ownership to be allocated to communications service providers based on the assumption (subject to factual rebuttal) that there are 13.5 feet of usable space on an average utility pole and that a third-party attachment occupies 1 foot of that 13.5 feet. As discussed below, the pole attachment rates summarized reflect the impact of wind loading in addition to the space devoted to pole attachments.

As in that prior study, because it would be burdensome and costly to perform a cost of ownership study each year, and because it is likely that pole replacements, and operating and maintenance expenses will increase in the near term, staff is proposing that the pole attachment rates determined for FY 20-21 be updated in future fiscal years by applying a 2.5% per year escalator (as a proxy for general inflation) and that the next cost of ownership study should be conducted in FY 24-25 for the pole attachment rates to be adopted in FY 25-26.

Cost of Ownership

The cost of ownership components considered in this study are the same as the components used in the 2015 study:

- SVP's net depreciated investment in poles and fixtures, expressed in dollars, divided by the number of poles in use
- SVP's cost of long-term debt
- SVP's operations and maintenance expenses that contribute to the availability and reliability of space used for communications attachments
- Expenses related to SVP's revenues from pole attachments

SVP's net investment in poles and fixtures necessary for use by a communication service provider has been determined as follows. In the 2015 study, the number and age of SVP's poles were taken from work by Osmose, a contractor whose primary task was to survey every SVP pole and to make recommendations for repair or replacement as appropriate. Because the accounting system does not contain data on the installed cost of each pole, it was necessary to estimate the installed cost of the poles identified by the Osmose work. At the time of the Osmose study, SVP's current poles were installed between 1900 and 2013. A proxy installed cost for each year was determined by using the estimated installed cost (reduced by estimated salvage) for a replacement pole in 2015, and discounting that 2015 cost each year by each year's change in the Consumer Price Index. Net investment in poles and fixtures since 2015 has been determined in a similar manner. A proxy installed cost for each year since 2015 has been determined based on the estimated installed cost (reduced by estimated salvage) for a replacement pole as of April 2020 and discounting that April 2020 cost each year back to 2016 by each year's change in the Consumer Price Index. Depreciation rates were based on a 40-year service life through 1995, 37 years for 1996 and 1997, and 25 years thereafter. The primary reason for the reduction in estimated service life is the change of wood preservative.

SVP's cost of capital is estimated at 2.5%. In the 2015 study SVP used 5% as a proxy for the opportunity cost of money, whether in the form of long-term debt or in the form of the long-term earning potential of cash reserves. However, the recent refinancing of SVP's long-term debt indicates the SVP's cost of borrowing is currently around 2.5%, and assumed, for purposes of this study, to remain at or near this level over the next five years.

Operations and maintenance (O&M) expenses related to poles and pole attachments are estimated in the same manner as in the 2015 study. SVP uses a combination of city accounts and the FERC Uniform System of Accounts for both capital and operating expenses. This means that overhead operating and maintenance expenses are available from FERC accounts 583 and 593. Amounts in these accounts were augmented by allocating a prorated portion of total distribution supervision and A&G expenses (FERC account 580 and accounts 921-927). These expenses, as augmented, were then allocated

to reflect the estimated proportion of pole-related expenses (10%) as a percentage of total distribution expenses. This allocation was based on the judgment of distribution management personnel.

In addition, certain expenses are directly allocated. As in the 2015 study, these include Osmose pole inspection and repair expenses and tree trimming expenses. Osmose work is 100% pole related. Tree trimming is critical to maintain clearance for both overhead electrical wires and the communications cables and other equipment attached to SVP's poles.

Allocation of Pole-Related Cost of Ownership to Cable and Other Pole Attachments

AB1027 requires, subject to factual rebuttal, that the cost of ownership be allocated to pole attachments as the ratio of 1 foot of space occupied by a pole attachment to 13.5 feet of "usable space" on a distribution pole, or 7.4% of the cost of ownership. The assumptions made in this study remain the same as they were in the 2015 study.

Based on experience with pole attachments, SVP's distribution engineers have determined that a simple space allocation does not capture the full cost impact of a typical pole attachment. Essentially, the wind resistance related to the profile of the attached cables creates additional stress and increases the effective amount of space occupied by each attachment. On this basis, SVP has determined that the appropriate cost of ownership allocation to cable attachments should be 9.5% rather than 7.4%

In addition to cable attachments, SVP provides space on its poles for communications equipment, risers and communications-related anchor attachments. Communications equipment and riser attachments typically occupy a part of the pole that is not usable for cable attachments. Thus, communications equipment and riser attachments actually increase the amount of usable space on a pole. At the same time, these types of attachment occupy more than 1 foot of pole space. A communications equipment box typically occupies 5 feet of space and a riser contact occupies the entire length of the space considered unusable for cable attachments. Anchor attachments are needed at angle points to offset the additional lateral stress created by each cable attachment. Anchor attachments are the responsibility of the cable attacher, and are typically attached in the same 1 foot space occupied by a cable attachment.

SVP has developed an allocation for each of these non-cable attachments. Equipment attachments are allocated as the ratio of 5 feet (the typical size of this type of attachment) to 18.5 feet (13.5 feet of usable space + 5 feet of use outside the 13.5 feet of usable space), or 27.0% of the cost of ownership. Riser attachments are allocated as occupying 1/5 of the circumference of the sum of the usable space (13.5 feet) and the unusable space (18 feet nominally needed for clearance), or 1/5 of 31.5 feet, or 6.3 equivalent linear feet of 31.5 feet, or 20% of the cost of ownership. Anchor attachments are incremental to the basic pole attachment, and are deemed to occupy only the space actually used, or about 1/4 of 1 foot, or 1.9% of the 13.5 feet of usable space.

In the 2018 Council approved small cell attachment rate, it was assumed that small cell attachments were essentially a pole-top antenna with a riser running the length of the pole to a ground mounted box. Since the required clearance requirement for a small cell attachment is 4 feet of space on an electric wooden utility pole, instead of 1 foot for cable attachments, it was determined that the appropriate share of available space was 4 feet of 13.5 feet of usable space, or 29.6% for a small cell attachment. In addition, riser attachment space is also required for the power supply to the small cell attachment, and the share of available space for a riser attachment was 20%, as set forth above. Therefore, the share of ownership for a small cell attachment was 49.6%.

The share of ownership for all the different attachments stated above remains the same in this study to derive the new cost of ownership.

Results

The attached Exhibit A incorporates the approach and calculations described about. Page 1 shows the derivation of the various rates for pole attachments summarized above. Page 2 shows the derivation of the cost of ownership allocations used on Page 1. Page 2a illustrates the space allocations reflected on Page 2. Page 3 shows the derivation of the maintenance and operating costs used in calculations on Page 1. Page 4 shows the derivation of the net investment in poles used in the cost of ownership calculation on Page 1.

2020 Silicon Valley Power Pole Attachment Cost Analysis					Page 1		
Line No.	Cost of Ownership	2020	Cable Attachment	Equipment Attachment	Riser Attachment	Anchor Attachment	Small Cell Attachment
	Estimated Historical Net Cost of Poles						
1	Cost (net of salvage value) (from investment tab)	\$ 460.00					
2	Depreciation Exp - % (Recovery of Capital)	4.0%					
3	Cost of Money	2.5%					
4	A&G + M&O Expense - % (from M&O Cost tab)	36.8%					
5	Cost of Ownership - % (Total 2 through 4)	43.34%					
6	Cost of Ownership - \$ (1.5 * 1.1)	\$ 199.36					
7	Adjust for Contribution in Lieu of Tax 5%	9.97					
8	Adjusted total (1.6 + 1.7)	209.33	209.33	209.33	209.33	209.33	209.33
9	Cost of Ownership % (from Allocations tab)	9.52%	27.0%	20.0%	1.9%	49.6%	
10	Allocated Cost of Ownership - \$/Year (1.8 * 1.9)	\$ 19.92	\$ 56.58	\$ 41.87	\$ 3.88	\$ 103.89	

Page 2								
Derivation of Usable Space Allocation								
		Cable-Type Attachments				Small Cell Attachments		
		Cable Attachment	Box Attachment	Riser Attachment	Anchor Guy Attachment	Safety Space (3)	Riser Space	Total Allocation
AB1027 "Available space"	feet	13.5	13.5	13.5	13.5	13.5	13.5	
Additional space occupied by box or riser	feet	0	5.0	18.0	0	0	18.0	
Total Available Space (TAP)	feet	13.5	18.5	31.5	0	13.5	31.5	
Attachment Space (1)	feet	1.0	5.0	6.3	0.25	4.0	6.3	
Attachment space as % of total available space		7.4%	27.0%	20.0%	1.9%	29.6%	20.0%	49.6%
		not used	used	used	used			used
		see below						
Adjustment to AB1027 Available Space approach for wind loading								
Based on typical configuration of three communication attachments per pole								
		% of weight	Allocated		Load/			
		capability (2	wind load	Total	Attachment			
Static loading								
Electric attachments		25%	7.4%	32.4%				
3 Communications attachments		22%	6.6%	28.6%	9.52%	used		
Total		47%	14.0%	61.0%				
Wind loading with three attachments		14%						
Wind as % of static		29.8%						
(1) Riser Attachment Space shown in Line 10 is based on 20% assumption in Line 12								
(2) Per Electr Engr. Dept Loading Calculation Analysis								
(3) Small Cell Attachment Space is determined by 4' of safety requirement								

				Page 3	
Line No.	Derivation of Pole Attachment Related Maintenance and Operations Costs				
1	Pole-related Overhead O&M expense - other than contract services (from l. 1		346,749.64		
	Contract Services:				
2	Direct allocation - Tree Trimming - Acct 8787		1,440,653.04		
3	Direct allocation - Osmose pole inspection and repair cost		\$ 158,878.25	10 Yr. Average	
4	Total O&M		\$ 1,946,280.93		
5	Pole-related depreciated investment (from Investment tab)		5,283,059.85		
6	O&M as % of pole-related depreciated investment - % (1.5 / 1.6)		36.8%		
	Derivation of Allocated O&M + A&G Expenses				
7	FY18-19 Recorded				
8	Overhead Operating Expense (incl Supv and A&G)		611,192.67		
9	Overhead Maintenance Expense (Incl Supv and A&G)		4,296,956.80		
10	Less: Osmose included in FERC Acct 593		-		
11	Less: Tree Trimming included in FERC Acct 593		1,440,653.04		
12	Total Overhead O&M		3,467,496.42		
13	Allocation as Pole-related - %		10%		
14	Allocation as Pole-related - \$		\$ 346,749.64		

														Page 4
Yr. Installed	No. of Poles (Osmose Data+ SVP GIS Data)	Install Year Unknown - Allocated (Osmose Data)	Total	CPI-U index	Deflator	Imputed Escalation	Imputed installed cost/pole (net of salvage)	Imputed OC - Total	Imputed Salvage % of OC	Depreciation Life	Age	Depr Rate %/yr	Accum Depr	Original Cost Less Depreciation (OCLD)
Inputs in Bold									0%				%	\$
1900	22	1	23	9,900	-41.07%		\$ 333.55	\$ 7,672	0.00%	40	40	2.5%	100%	\$ 7,672
1910	1	0	1	9,900	-50.50%		\$ 333.55	\$ 334	0.00%	40	40	2.5%	100%	\$ 334
1920	2	0	2	20,000	19.05%		\$ 673.84	\$ 1,348	0.00%	40	40	2.5%	100%	\$ 1,348
1922	1	0	1	16,800	0.60%	69.70%	\$ 566.03	\$ 566	0.00%	40	40	2.5%	100%	\$ 566
1930	0	0	0	16,700	28.46%	-0.60%	\$ 562.66	\$ -	0.00%	40	40	2.5%	100%	\$ -
1933	1	0	1	13,000	-9.72%	-22.16%	\$ 438.00	\$ 438	0.00%	40	40	2.5%	100%	\$ 438
1937	1	0	1	14,400	2.86%	10.77%	\$ 485.17	\$ 485	0.00%	40	40	2.5%	100%	\$ 485
1940	2	0	2	14,000	-22.22%	-2.78%	\$ 471.69	\$ 943	0.00%	40	40	2.5%	100%	\$ 943
1945	4	0	4	18,000	-7.69%	28.57%	\$ 606.46	\$ 2,426	0.00%	40	40	2.5%	100%	\$ 2,426
1946	3	0	3	19,500	-12.56%	8.33%	\$ 657.00	\$ 1,971	0.00%	40	40	2.5%	100%	\$ 1,971
1947	13	1	14	22,300	-7.47%	14.36%	\$ 751.34	\$ 10,519	0.00%	40	40	2.5%	100%	\$ 10,519
1948	15	1	16	24,100	1.26%	8.07%	\$ 811.98	\$ 12,992	0.00%	40	40	2.5%	100%	\$ 12,992
1949	7	0	7	23,800	-1.24%	-1.24%	\$ 801.87	\$ 5,613	0.00%	40	40	2.5%	100%	\$ 5,613
1950	182	8	190	24,100	-7.31%	1.26%	\$ 811.98	\$ 154,277	0.00%	40	40	2.5%	100%	\$ 154,277
1951	175	8	183	26,000	-1.89%	7.88%	\$ 876.00	\$ 160,308	0.00%	40	40	2.5%	100%	\$ 160,308
1952	369	16	385	26,500	-0.75%	1.92%	\$ 892.84	\$ 343,745	0.00%	40	40	2.5%	100%	\$ 343,745
1953	122	5	127	26,700	-0.74%	0.75%	\$ 899.58	\$ 114,247	0.00%	40	40	2.5%	100%	\$ 114,247
1954	473	21	494	26,900	0.37%	0.75%	\$ 906.32	\$ 447,722	0.00%	40	40	2.5%	100%	\$ 447,722
1955	894	39	933	26,800	-1.47%	-0.37%	\$ 902.95	\$ 842,454	0.00%	40	40	2.5%	100%	\$ 842,454
1956	505	22	527	27,200	-3.20%	1.49%	\$ 916.43	\$ 482,958	0.00%	40	40	2.5%	100%	\$ 482,958
1957	375	16	391	28,100	-2.77%	3.31%	\$ 946.75	\$ 370,180	0.00%	40	40	2.5%	100%	\$ 370,180
1958	787	34	821	28,900	-0.69%	2.85%	\$ 973.71	\$ 799,412	0.00%	40	40	2.5%	100%	\$ 799,412
1959	491	21	512	29,100	-1.69%	0.69%	\$ 980.44	\$ 501,987	0.00%	40	40	2.5%	100%	\$ 501,987
1960	1344	59	1403	29,600	-1.00%	1.72%	\$ 997.29	\$ 1,399,198	0.00%	40	40	2.5%	100%	\$ 1,399,198
1961	556	24	580	29,900	-0.99%	1.01%	\$ 1,007.40	\$ 584,291	0.00%	40	40	2.5%	100%	\$ 584,291
1962	163	7	170	30,200	-1.31%	1.00%	\$ 1,017.51	\$ 172,976	0.00%	40	40	2.5%	100%	\$ 172,976
1963	192	8	200	30,600	-1.29%	1.32%	\$ 1,030.98	\$ 206,196	0.00%	40	40	2.5%	100%	\$ 206,196
1964	150	7	157	31,000	-1.59%	1.31%	\$ 1,044.46	\$ 163,980	0.00%	40	40	2.5%	100%	\$ 163,980
1965	126	6	132	31,500	-2.78%	1.61%	\$ 1,061.31	\$ 140,092	0.00%	40	40	2.5%	100%	\$ 140,092
1966	213	9	222	32,400	-2.99%	2.86%	\$ 1,091.63	\$ 242,341	0.00%	40	40	2.5%	100%	\$ 242,341
1967	50	2	52	33,400	-4.02%	3.09%	\$ 1,125.32	\$ 58,517	0.00%	40	40	2.5%	100%	\$ 58,517
1968	126	6	132	34,800	-5.18%	4.19%	\$ 1,172.49	\$ 154,769	0.00%	40	40	2.5%	100%	\$ 154,769
1969	127	6	133	36,700	-5.41%	5.46%	\$ 1,236.50	\$ 164,455	0.00%	40	40	2.5%	100%	\$ 164,455
1970	46	2	48	38,800	-4.20%	5.72%	\$ 1,307.26	\$ 62,748	0.00%	40	40	2.5%	100%	\$ 62,748
1971	126	6	132	40,500	-3.11%	4.38%	\$ 1,364.54	\$ 180,119	0.00%	40	40	2.5%	100%	\$ 180,119
1972	118	5	123	41,800	-5.86%	3.21%	\$ 1,408.33	\$ 173,225	0.00%	40	40	2.5%	100%	\$ 173,225
1973	142	6	148	44,400	-9.94%	6.22%	\$ 1,495.93	\$ 221,398	0.00%	40	40	2.5%	100%	\$ 221,398
1974	472	21	493	49,300	-8.36%	11.04%	\$ 1,661.03	\$ 818,886	0.00%	40	40	2.5%	100%	\$ 818,886
1975	22	1	23	53,800	-5.45%	9.13%	\$ 1,812.64	\$ 41,691	0.00%	40	40	2.5%	100%	\$ 41,691
1976	76	3	79	56,900	-6.11%	5.76%	\$ 1,917.09	\$ 151,450	0.00%	40	40	2.5%	100%	\$ 151,450
1977	192	8	200	60,600	-7.06%	6.50%	\$ 2,041.75	\$ 408,350	0.00%	40	40	2.5%	100%	\$ 408,350
1978	73	3	76	65,200	-10.19%	7.59%	\$ 2,196.73	\$ 166,952	0.00%	40	40	2.5%	100%	\$ 166,952
1979	10	0	10	72,600	-11.89%	11.35%	\$ 2,446.06	\$ 24,461	0.00%	40	40	2.5%	100%	\$ 24,461
1980	53	2	55	82,400	-9.35%	13.50%	\$ 2,776.24	\$ 152,693	0.00%	40	39	2.5%	98%	\$ 148,876
1981	90	4	94	90,900	-5.80%	10.32%	\$ 3,062.62	\$ 287,887	0.00%	40	38	2.5%	95%	\$ 273,492
1982	21	1	22	96,500	-3.11%	6.16%	\$ 3,251.30	\$ 71,529	0.00%	40	37	2.5%	93%	\$ 66,164
1983	27	1	28	99,600	-4.14%	3.21%	\$ 3,355.75	\$ 93,961	0.00%	40	36	2.5%	90%	\$ 84,565
1984	92	4	96	103,900	-3.44%	4.32%	\$ 3,500.62	\$ 336,060	0.00%	40	35	2.5%	88%	\$ 294,052
1985	74	3	77	107,600	-1.82%	3.56%	\$ 3,625.28	\$ 279,147	0.00%	40	34	2.5%	85%	\$ 237,275
1986	98	4	102	109,600	-3.52%	1.86%	\$ 3,692.67	\$ 376,652	0.00%	40	33	2.5%	83%	\$ 310,738
1987	49	2	51	113,600	-3.97%	3.65%	\$ 3,827.44	\$ 195,199	0.00%	40	32	2.5%	80%	\$ 156,159
1988	57	2	59	118,300	-4.60%	4.14%	\$ 3,985.79	\$ 235,162	0.00%	40	31	2.5%	78%	\$ 182,250
1989	56	2	58	124,000	-5.13%	4.82%	\$ 4,177.84	\$ 242,314	0.00%	40	30	2.5%	75%	\$ 181,736
1990	35	2	37	130,700	-4.04%	5.40%	\$ 4,403.57	\$ 162,932	0.00%	40	29	2.5%	73%	\$ 118,126
1991	45	2	47	136,200	-2.92%	4.21%	\$ 4,588.88	\$ 215,677	0.00%	40	28	2.5%	70%	\$ 150,974
1992	60	3	63	140,300	-2.91%	3.01%	\$ 4,727.02	\$ 297,802	0.00%	40	27	2.5%	68%	\$ 201,016
1993	74	3	77	144,500	-2.50%	2.99%	\$ 4,868.53	\$ 374,877	0.00%	40	26	2.5%	65%	\$ 243,670
1994	13	1	14	148,200	-2.76%	2.56%	\$ 4,993.19	\$ 69,905	0.00%	40	25	2.5%	63%	\$ 43,690
1995	123	5	128	152,400	-2.87%	2.83%	\$ 5,134.70	\$ 657,241	0.00%	40	24	2.5%	60%	\$ 394,345
1996	35	2	37	156,900	-2.24%	2.95%	\$ 5,286.31	\$ 195,993	0.00%	37	23	2.7%	62%	\$ 121,585
1997	81	4	85	160,500	-1.53%	2.29%	\$ 5,407.60	\$ 459,646	0.00%	37	22	2.7%	59%	\$ 273,303
1998	201	9	210	163,000	-2.16%	1.56%	\$ 5,491.83	\$ 1,153,285	0.00%	25	21	4.0%	84%	\$ 968,759
1999	100	4	104	166,600	-3.25%	2.21%	\$ 5,613.12	\$ 583,765	0.00%	25	20	4.0%	80%	\$ 467,012
2000	99	4	103	172,200	-2.77%	3.36%	\$ 5,801.80	\$ 597,586	0.00%	25	19	4.0%	76%	\$ 454,165
2001	13	1	14	177,100	-1.55%	2.85%	\$ 5,966.89	\$ 83,537	0.00%	25	18	4.0%	72%	\$ 60,146
2002	64	3	67	179,880	-2.22%	1.57%	\$ 6,060.56	\$ 406,057	0.00%	25	17	4.0%	68%	\$ 276,119
2003	94	4	98	183,960	-2.62%	2.27%	\$ 6,198.02	\$ 607,406	0.00%	25	16	4.0%	64%	\$ 388,740
2004	16	1	17	188,900	-3.28%	2.69%	\$ 6,364.46	\$ 108,196	0.00%	25	15	4.0%	60%	\$ 64,918
2005	50	2	52	195,300	-3.12%	3.39%	\$ 6,580.09	\$ 342,165	0.00%	25	14	4.0%	56%	\$ 191,612
2006	29	1	30	201,600	-2.77%	3.23%	\$ 6,792.35	\$ 203,771	0.00%	25	13	4.0%	52%	\$ 105,961
2007	41	2	43	207,342	-3.70%	2.85%	\$ 6,985.81	\$ 300,390	0.00%	25	12	4.0%	48%	\$ 144,187
2008	81	4	85	215,303	0.36%	3.84%	\$ 7,254.04	\$ 616,593	0.00%	25	11	4.0%	44%	\$ 271,301
2009	59	3	62	214,537	-1.61%	-0.36%	\$ 7,228.23	\$ 448,150	0.00%	25	10	4.0%	40%	\$ 179,260
2010	45	2	47	218,056	-3.06%	1.64%	\$ 7,346.79	\$ 345,299	0.00%	25	9	4.0%	36%	\$ 124,308
2011	55	2	57	224,939	-2.03%	3.16%	\$ 7,578.70	\$ 431,986	0.00%	25	8	4.0%	32%	\$ 138,235
2012	26	1	27	229,594	-1.44%	2.07%	\$ 7,735.53	\$ 208,859	0.00%	25	7	4.0%	28%	\$ 58,481
2013	8	0	8	232,957	-1.60%	1.46%	\$ 7,848.84	\$ 62,791	0.00%	25	6	4.0%	24%	\$ 15,070
2014	14	1	15	236,736	-0.12%	1.62%	\$ 7,976.16	\$ 119,642	0.00%	25	5	4.0%	20%	\$ 23,928
2015	29	1	30	237,017	-1.25%	0.12%	\$ 7,985.63	\$ 239,569	0.00%	25	4	4.0%	16%	\$ 38,331
2016	50	0	50	240,008	-2.64%	14.40%	\$ 9,135.41	\$ 456,770	0.00%	25	3	4.0%	12%	\$ 54,812
2017	32	0	32	246,524	-1.83%	2.71%	\$ 9,383.42	\$ 300,270	0.00%	25	2	4.0%	8%	\$ 24,022
2018	39	0	39	251,107	-1.78%	1.86%	\$ 9,557.87	\$ 372,757	0.00%	25	1	4.0%	4%	\$ 14,910
2019	14	0	14	255,657	-0.83%	2.66%	\$ 9,731.05	\$ 136,235	0.00%	25	0	4.0%	0%	\$ -
2020				257,788			\$ 9,812.17							\$ -
Total	1087	474	11485											\$ -
Total	11011													



Agenda Report

20-984

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Council Input on Enhanced Community Outreach and Community Benefits Policy and Action to Rescind the City's Early Consideration Policy for General Plan Amendment Applications [Council Pillar: Promote Economic, Housing and Transportation Development]

BACKGROUND

At the September 29, 2020 City Council meeting, following the September 14, 2020 recommendations of the Governance and Ethics Committee, the Council provided direction to staff to bring the Early Consideration Policy to the City Council with a recommendation that it be rescinded and replaced with a new policy for community outreach and community benefits.

The Early Consideration Policy was adopted by the City Council on May 16, 2017 (The Report to Council is provided as Attachment #1). The City Council previously adopted a Public Outreach Policy for Planning Applications on June 27, 2017.

DISCUSSION

As discussed at the Governance and Ethics Committee, the Early Consideration Policy is not providing sufficient benefit to the City to warrant continued use of the Policy. The intent of the Policy is to provide an opportunity early in the General Plan Amendment application process for the City Council to review and comment on whether a proposed General Plan Amendment should continue through with a complete application process or whether the request should be denied. The Early Consideration process requires that the City conduct an initial review of the application, the applicant conduct a community meeting and the Council conduct an early consideration hearing within approximately three months of receipt of an application. To date all projects brought to the City Council under this Policy have been allowed to proceed; recent projects have not engendered substantive discussion and, in some cases, have been considered as part of the City Council consent calendar without any discussion. The Early Consideration process is thus adding time and expense to the General Plan Amendment process with providing any clear benefit.

The Governance and Ethics Committee further expressed a desire to replace the Early Consideration Policy with an enhanced outreach program and a community benefit requirement. Staff is seeking Council input on the scope of projects that would be subject to the new outreach and community benefit requirements and the types of community benefits that the Council would like to address through a new Policy that would be brought back to the City Council at a future meeting.

Enhanced Outreach Program

The City's current Public Outreach Policy for Planning Applications sets forth community outreach requirements for planning applications based upon size and type of project. Projects are categorized as Small, Medium, Large and/or Significant Interest projects, with General Plan Amendments

typically considered to be “Significant Interest” projects. The Outreach Policy requires that a community meeting be held within 90 days of the City’s receipt of an application for a Significant Interest project. Significant Interest projects are also subject to increased notification requirements including use of social media and an expanded geographic area for mailed notices.

At this Council meeting, staff will be seeking direction from the Council to clarify the scope of projects (e.g., size, type, public vs. private) for which the City might most benefit from use of a consultant to enhance public outreach activities and the desired types of activities to be conducted by those consultants (e.g., community workshops, deployment of web-based engagement tools, etc.). Input received from the Council will be used to administer a competitive bid process for consultant that can provide enhanced outreach.

Community Benefits

The City has recently been reviewing the concept of community benefits as a criteria for new development. Generally, community benefits associated with new development can be considered to include contributions toward parklands, affordable housing and/or infrastructure improvements that the City obtains when new land use projects are approved. Locally, use of the term ‘community benefits’ has been associated with specific plans in Mountain View and Sunnyvale that allow for density bonuses in exchange for voluntary measures offered by the developer such as contributions to a park fund, extra levels of affordability or use of green building design.

In addition to addressing community benefit requirements through adopted City ordinances, the City has included an opportunity for increased development flexibility for developers that provide community benefits in the draft El Camino Real Specific Plan and is reviewing the potential incorporation of a community benefits program into the Patrick Henry Drive Specific Plan and Downtown Precise Plan, analogous to the approach utilized in Mountain View and Sunnyvale.

In the context of an early consideration or “gatekeeper” hearing for General Plan Amendments, some jurisdictions have prepared a scorecard of community benefits for a project, with a minimum score required in order for the project to proceed through a General Plan Amendment process. Such a scorecard could include benefits anticipated to be received through established ordinances (e.g., payment of Affordable Housing Impact Fees), or items voluntarily proposed by the developer as a part of the project. Formalizing voluntary items would likely require a Development Agreement and other entitlements to accompany the General Plan Amendment.

At this Council meeting, staff will be seeking direction from the Council to clarify the desired components of a community benefits program for developing a policy/program for the Council to consider at a future City Council meeting. Input received from the Council will be used to develop a draft community benefits policy/program to present to Council for consideration.

General Plan Amendment Applications pending Early Consideration

The proposed Resolution would rescind the City’s Early Consideration Policy for General Plan Amendments effective January 1, 2021. The City currently has three General Plan Amendment applications on file which have begun the City’s review process and are scheduled for City Council consideration prior to January 1.

- **3001 Tasman Drive** - GPA from Low Intensity Office to High Intensity Office and text

Amendment to add a policy to allow a Floor Area Ratio of up to 2.5 for High Intensity Office sites within half a mile of a light rail station.

- **906 Monroe Street** - GPA from Community Mixed Use (37 to 50 dwelling units per acre) to Very High Density Residential (51 to 120 dwelling units per acre).
- **500 Benton Street** - GPA from Santa Clara Station Focus Area Regional Mixed Use (37 to 50 dwelling units per acre) to Santa Clara Station Very High Density Residential (51 to 120 dwelling units per acre).

Any new applications received subsequent to this report would not be subject to the current Policy if it is no longer in effect on January 1st.

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 other than staff time.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Provide Input on an Enhanced Community Outreach and Community Benefits Policy
2. Adopt a Resolution to Repeal Resolution No. 17-8435 and Rescind the Early Consideration Policy for General Plan Amendment Applications, effective January 1, 2021
3. Take no action at this time

RECOMMENDATION

Alternatives 1 and 2:

1. Provide Input on an Enhanced Community Outreach and Community Benefits Policy; and
2. Adopt a Resolution to Repeal Resolution No. 17-8435 and Rescind the Early Consideration Policy for General Plan Amendment Applications, effective January 1, 2021.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City's Early Consideration of General Plan Amendments Policy
2. Public Outreach Policy for Planning Applications
3. June 2017 Report to Council - Adoption of the Outreach Policy
4. Resolution



Early Consideration Policy for General Plan Amendment Applications

PURPOSE / INTENT

The Early Consideration Policy provides an opportunity early in the application process for the City Council to review and comment on whether a proposed General Plan Amendment should continue through with a complete application process or whether the request should be denied.

This Early Consideration Policy provides an opportunity for the City Council to review proposed General Plan Amendments prior to the significant investment in time and cost by the applicant and City staff required to complete the full review process. Additionally, the early consideration can save the public time that they would otherwise spend tracking and commenting on the proposal, and it can provide clarity for future applicants on the types of land use conversions that would generally not be supported by the City Council.

APPLICABILITY

The Early Consideration Policy is utilized for all formally submitted General Plan Amendment applications. A formal General Plan Amendment application submittal is required; preliminary review applications will not go through the early consideration process.

TIMING / PROCESS

Following submittal, at least one community meeting would be conducted for the project and the project would be evaluated by the Project Clearance Committee (PCC) before the Council's early consideration of the request. If a community meeting was recently conducted for the General Plan Amendment request, said community meeting may, at the discretion of the Director of Community Development, substitute for the community meeting for the formal application.

Staff will prepare a report for Council's consideration that summarizes the community feedback received to date, significant concerns stemming from the PCC review, an initial analysis of the General Plan Amendment's consistency with the General Plan Major Strategies, and a recommendation as to whether the application should be allowed to proceed through a full Planning review.

The City Council's early consideration of the General Plan Amendment request will typically be conducted within ninety (90) days of the General Plan Amendment submittal.

OUTCOMES

Through the Early Consideration Policy, the Council can direct staff to continue processing the application or the Council can preemptively deny the proposed General Plan Amendment request as inconsistent with the City's General Plan goals and policies.

Should the City Council provide direction to continue processing the application, staff would complete the review process for the proposed General Plan Amendment, including environmental analysis of the proposed project consistent with the California Environmental Quality Act (CEQA). Upon completion of the City's review and the necessary CEQA documentation, the proposed General Plan Amendment would proceed with the standard public hearing process with a presentation to the Planning Commission for recommendation and to the City Council for a decision. At that time, the City Council would determine whether to approve or deny the request. Should the Council's vote to have the application proceed through the full review process, said action in no way obligates or commits the Council to ultimately approve the proposal.

Should the City Council preemptively deny the proposed General Plan Amendment during the Early Consideration Policy, the site would retain its current General Plan Land Use designation, and partial refund of the application fees would be provided based on the work completed, staff time, and other City expenses to date.



Public Outreach Policy for Planning Applications

The facilitation of community participation is an important goal for the City's conduct of the land use development process. The intent of this policy is to inform City practices that will provide the public with enhanced access to information related to land use development activity within Santa Clara in order to encourage community members to engage in the public process for the review of development proposals. The Policy establishes outreach requirements for the City of Santa Clara that will be implemented in addition to the minimum noticing requirements provided by State law.

Definitions

Small Development Proposal: development proposal related to the construction, renovation, demolition, or expansion of a single-family house or duplex that requires a public hearing or public notification; accessory structures that require a public hearing; or minor use permits (e.g., those involving alcohol)

Standard Development Proposal: development proposals that involve between 3 and 49 dwelling units, up to 30,000 square feet of commercial, or up to 50,000 square feet of office or industrial uses

Large Development Proposal: development proposals that involve over 49 dwelling units, over 30,000 square feet of commercial, or over 50,000 square feet of office or industrial uses

Significant Interest Development Proposal: development proposals that have a high potential for significant interest at a Citywide level

Process

1. Initial Public Notification.

- ***On-Site Posting.*** The applicant is responsible for installing an on-site notification sign on the project site, consistent with the attached Policy for On-Site Noticing and Posting Requirements.
- ***Website Posting.*** The online, publicly accessible, recently filed projects list will be updated on a monthly basis or more frequently.

2. Community Meeting.

For Large and Significant Interest proposals, at least one noticed community meeting will be encouraged within 60 days of filing the application, but must be held no more than 90 days following the filing of the application. Subject to the discretion of the Director of Community Development, attendance and presentation at a

regularly scheduled community group or organization meeting may qualify as a community meeting, as may a community meeting associated with a Preliminary Review application. Community meetings for Standard Development Proposals may also be required at the Director of Community Development's discretion.

Community Meeting Noticing

All modes of community meeting noticing will be sent and/or posted online at least 10 days in advance of the meeting, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods:

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the community meeting will be provided on the Planning Division's Planning Community Meetings webpage (<http://www.santaclaraca.gov/government/departments/community-development/planning-division/planning-community-meetings>), as well as the City's online calendars. E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for Planning Community Meeting emails through the City's eNotify system.
- **Social Media.** Announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.

3. Public Hearing.

Public Hearing Noticing

All modes of public hearing noticing will be sent and/or posted online at least 10 days in advance of the hearing, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods.

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the public hearing will be provided on the individual hearing body's agenda webpage. E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for email alerts through the City's eNotify system for the hearing body to which the project will be presented.
- **Social Media.** Large and Significant Interest proposal public hearing announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.

- **Publishing.** For Large or Significant Interest proposals, notice of a public hearing may be advertised in the *Santa Clara Weekly*.

Long-Range Planning Projects

Long-range planning projects, including, but not limited to specific plans, significant Zoning Ordinance amendments, General Plan updates, and other policy documents, will be treated as Significant Interest proposals where feasible in accordance with the Public Outreach Matrix.

Where proposed long-range planning changes may have significant City-wide implications, publishing of community meeting and public hearing dates in the *Santa Clara Weekly* will be encouraged, and the City may choose to live stream/post a community meeting video on the City's website, Facebook, and YouTube accounts.

Preliminary Review Applications

Preliminary review applications are encouraged for Large and Significant Interest Development Proposals. Applicants for Preliminary Reviews may be encouraged to host a community meeting, particularly for Large and Significant Interest Development Proposals, subject to the discretion of the Director of Community Development.

Subdivision Maps

At a minimum proposed subdivision maps will be required to provide outreach in accordance with Title 17 of the City Code.

Public Outreach Policy and State / City Law Consistency

A hearing body may act upon an application that does not meet all outreach and notification criteria contained in this policy, so long as the project meets applicable State and City due process laws.

Additional Outreach

The Planning Project Manager for each application will maintain a list of interested parties for each application, and said list will be notified by email when environmental documents are available for review and at least 10 days in advance of community meetings or public hearings. The Director of Community Development maintains the discretion to require mailed notices to a larger radius than that called for by this policy. Additional outreach modes and efforts may be required above and beyond what are called for in this policy.

Public Outreach Matrix

	Small	Standard	Large	Significant Interest
On-Site Posting	11"x17"	2'x3'	4'x6'	4'x6'
Website Information	X	X	X	X
Mailing Radius	300 feet	500 feet	1,000 feet	1,000 feet
Community Meeting		•	X	X
Mailed Notice		•	X	X
Online Calendar / Website Posting		•	X	X
E-mail to Interested Parties and E-Notify		•	X	X
Social Media		•	X	X
Public Hearing				
Mailed Notices	X	X	X	X
Online Calendar / Website Posting	X	X	X	X
E-mail to Interested Parties and eNotify		X	X	X
Social Media		•	X	X
Newspaper Notice		•	•	•

X Always required

• May be required

* Whenever feasible



Date: June 27, 2017

To: City Manager for Council Action

From: Director of Community Development

Subject: Adoption of a resolution accepting the Public Outreach Policy for Planning Applications (PLN2017-12654)

EXECUTIVE SUMMARY

Background: The Community Development Department strives to continually improve information resources and public engagement activities for the community. To this end, the Community Development Department has recently expanded community outreach activities for Planning applications by adding posting of on-site notification signs, increasing online information resources, requiring additional community meetings, expanding radii for mailed notifications, and providing email notifications for project activities. The City Council is being asked to adopt a new Public Outreach Policy for Planning Applications (Policy) to formally memorialize these activities. The formalized Policy will provide certainty and consistency for developers, staff, and community members as to what information resources will be available and what community outreach will occur as a project moves through the Planning entitlement process.

Governance Committee Review: The Governance Committee reviewed the proposed Policy at their meeting on June 12, 2017. The Committee suggested several changes to the draft Policy, including rewording the definition of Significant Interest Development Proposals and removal of text regarding staff's involvement in community meetings in favor of a focus on notification procedures. The Committee unanimously voted to review and accept the staff report and proposed Public Outreach Policy for Planning Applications. The Policy was updated to reflect the suggestions of the Committee.

Planning Commission Review: The Planning Commission reviewed the proposed Policy at their June 14, 2017 meeting. In response to Commissioners' questions, staff indicated that the Director of Community Development and staff would retain discretion in deeming a project as one of Significant Interest. Staff also clarified that staff would be present at community meetings to respond to questions and garner feedback, but that the developer is responsible for mailing notices to surrounding residents and property owners to inform them of the community meetings. The public hearing was opened and one member of the public spoke to question who is responsible for paying for mailing lists. Staff explained that the cost of the creation of a mailing list is an administrative cost folded in to standard application fees and no separate fee is charged. The Planning Commission voted to review and accept the staff report and proposed Public Outreach Policy for Planning Applications (4-0-0-3). The attached Planning Commission staff report contains additional analysis, and a draft excerpt of the Planning Commission meeting minutes is also attached.

General Plan Consistency: The proposed Policy is consistent with the outreach policies identified in the General Plan, in that the proposed policy will foster outreach efforts and provide education and informational opportunities for the public and developers.

CEQA: The Policy is not a project as defined by CEQA.

Community Outreach: The notice of the City Council consideration of this Policy was advertised on the City's social media accounts, e-mailed to a list of interested parties and developers, and sent to the City's Planning Community Meetings e-Notify list.

A community meeting was held on March 20, 2017. Staff received varying feedback from the community, which included a desire to have early outreach efforts prior to project submission for Large or Significant Interest projects, non-residential projects, projects more than one-story higher than surrounding buildings, and projects that are three stories or greater. In addition, attendees expressed interest in the development of a GIS mapping system for online access to projects and an increased mailing radius to 1,000 feet or 1,000 households, whichever is greater. A comprehensive list of public comments received at the meeting is attached.

The draft policy was also discussed at the Neighborhood – University Relations Committee (NURC) meeting on March 6, 2017, and as previously described, the City's Governance Committee on June 12, 2017, and the Planning Commission on June 14, 2017.

The final draft policy attached for Council consideration and approval removes livestreaming from the matrix in order to clarify the requirements. Use of livestream will be evaluated on a case-by-case basis.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Policy would provide clear guidance to developers, staff, and the public on the required modes of outreach and their timing during the Planning entitlement process. The Policy will further expand the level of outreach for Planning applications and will improve consistency in outreach efforts.

ECONOMIC/FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the City Council adopt a resolution accepting the proposed Public Outreach Policy for Planning Applications.


for Andrew Crabtree
Director of Community Development

APPROVED:

Rajeev Batra
City Manager

Documents Related to this Report:

- 1) Resolution
- 2) Draft Public Outreach Policy for Planning Applications
- 3) Planning Commission Staff Report
- 4) Draft Excerpt of the June 14, 2017 Planning Commission Minutes

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, ADOPTING A PUBLIC OUTREACH POLICY
FOR PLANNING APPLICATIONS

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

WHEREAS, on June 27, 2017, the City Council held a public hearing to review the draft Public Outreach Policy for Planning Applications.

WHEREAS, approval of the Policy would provide clear guidance to developers, staff, and the public on the required modes of outreach and their timing during the Planning entitlement process.

WHEREAS, the Public Outreach Policy for Planning Applications would apply to all formally submitted Planning applications.

WHEREAS, the Public Outreach Policy for Planning Applications is not a project under CEQA.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council establishes the Public Outreach Policy for Planning Applications applicable to all Planning entitlement applications.
3. That the City Council hereby finds that the Public Outreach Policy for Planning Applications is not a project under CEQA.
4. 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.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2017, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments:

1. Public Outreach Policy for Planning Applications

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Public Outreach Policy for Planning Applications

The facilitation of community participation is an important goal for the City's conduct of the land use development process. The intent of this policy is to inform City practices that will provide the public with enhanced access to information related to land use development activity within Santa Clara in order to encourage community members to engage in the public process for the review of development proposals. The Policy establishes outreach requirements for the City of Santa Clara that will be implemented in addition to the minimum noticing requirements provided by State law.

Definitions

Small Development Proposal: development proposal related to the construction, renovation, demolition, or expansion of a single-family house or duplex that requires a public hearing or public notification; accessory structures that require a public hearing; or minor use permits (e.g., those involving alcohol)

Standard Development Proposal: development proposals that involve between 3 and 49 dwelling units, up to 30,000 square feet of commercial, or up to 50,000 square feet of office or industrial uses

Large Development Proposal: development proposals that involve over 49 dwelling units, over 30,000 square feet of commercial, or over 50,000 square feet of office or industrial uses

Significant Interest Development Proposal: development proposals that have a high potential for significant interest at a Citywide level

Process

1. Initial Public Notification.

- **On-Site Posting.** The applicant is responsible for installing an on-site notification sign on the project site, consistent with the attached Policy for On-Site Noticing and Posting Requirements.
- **Website Posting.** The online, publicly accessible, recently filed projects list will be updated on a monthly basis or more frequently.

2. Community Meeting.

For Large and Significant Interest proposals, at least one noticed community meeting will be encouraged within 60 days of filing the application, but must be held no more than 90 days following the filing of the application. Subject to the discretion of the Director of Community Development, attendance and presentation at a

regularly scheduled community group or organization meeting may qualify as a community meeting, as may a community meeting associated with a Preliminary Review application. Community meetings for Standard Development Proposals may also be required at the Director of Community Development's discretion.

Community Meeting Noticing

All modes of community meeting noticing will be sent and/or posted online at least 10 days in advance of the meeting, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods:

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the community meeting will be provided on the Planning Division's Planning Community Meetings webpage (<http://www.santaclaraca.gov/government/departments/community-development/planning-division/planning-community-meetings>), as well as the City's online calendars. E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for Planning Community Meeting emails through the City's eNotify system.
- **Social Media.** Announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.

3. Public Hearing.

Public Hearing Noticing

All modes of public hearing noticing will be sent and/or posted online at least 10 days in advance of the hearing, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods.

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the public hearing will be provided on the individual hearing body's agenda webpage. E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for email alerts through the City's eNotify system for the hearing body to which the project will be presented.
- **Social Media.** Large and Significant Interest proposal public hearing announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.

- **Publishing.** For Large or Significant Interest proposals, notice of a public hearing may be advertised in the *Santa Clara Weekly*.

Long-Range Planning Projects

Long-range planning projects, including, but not limited to specific plans, significant Zoning Ordinance amendments, General Plan updates, and other policy documents, will be treated as Significant Interest proposals where feasible in accordance with the Public Outreach Matrix.

Where proposed long-range planning changes may have significant City-wide implications, publishing of community meeting and public hearing dates in the *Santa Clara Weekly* will be encouraged, and the City may choose to live stream/post a community meeting video on the City's website, Facebook, and YouTube accounts.

Preliminary Review Applications

Preliminary review applications are encouraged for Large and Significant Interest Development Proposals. Applicants for Preliminary Reviews may be encouraged to host a community meeting, particularly for Large and Significant Interest Development Proposals, subject to the discretion of the Director of Community Development.

Subdivision Maps

At a minimum proposed subdivision maps will be required to provide outreach in accordance with Title 17 of the City Code.

Public Outreach Policy and State / City Law Consistency

A hearing body may act upon an application that does not meet all outreach and notification criteria contained in this policy, so long as the project meets applicable State and City due process laws.

Additional Outreach

The Planning Project Manager for each application will maintain a list of interested parties for each application, and said list will be notified by email when environmental documents are available for review and at least 10 days in advance of community meetings or public hearings. The Director of Community Development maintains the discretion to require mailed notices to a larger radius than that called for by this policy. Additional outreach modes and efforts may be required above and beyond what are called for in this policy.

Public Outreach Matrix

	Small	Standard	Large	Significant Interest
On-Site Posting	11"x17"	2'x3'	4'x6'	4'x6'
Website Information	X	X	X	X
Mailing Radius	300 feet	500 feet	1,000 feet	1,000 feet
Community Meeting		•	X	X
Mailed Notice		•	X	X
Online Calendar / Website Posting		•	X	X
E-mail to Interested Parties and E-Notify		•	X	X
Social Media		•	X	X
Public Hearing				
Mailed Notices	X	X	X	X
Online Calendar / Website Posting	X	X	X	X
E-mail to Interested Parties and eNotify		X	X	X
Social Media		•	X	X
Newspaper Notice		•	•	•

X Always required

• May be required

* Whenever feasible



City of Santa Clara

The Center of What's Possible

AGENDA ITEM #: 6.A PLANNING COMMISSION STAFF REPORT

Meeting Date: June 14, 2017

File: PLN2017-12654

Location: Citywide

Applicant: City of Santa Clara

Owner: City of Santa Clara

Subject: Informational item for review of a proposed City Council Public Outreach Policy for Planning Projects

CEQA Determination: Not a project under CEQA

Project Planner: Rebecca Bustos, Associate Planner

EXECUTIVE SUMMARY:

The City of Santa Clara does not currently have a formal policy identifying outreach efforts required during the entitlement process for development applications or use permits. The proposed Public Outreach Policy aims to formalize the outreach process and improve the consistency in which outreach efforts are required and applied to development projects.

Project Analysis

The Community Development Department is expanding its outreach efforts to include various modes of communication. Staff has been implementing many of the procedures identified in the Policy. Adoption of a formalized Public Outreach Policy will provide certainty for developers and community members as to what to expect as a project moves through the Planning entitlement process.

As proposed, the Policy classifies projects into four categories (Small, Standard, Large, Significant Interest/Controversial) based on square footage, number of dwelling units, and/or a high potential for significant interest at a City-wide level. Based on a project's classification, different modes of public outreach would be required. For example, all projects that need a public hearing would be required to provide on-site posting of a public notification sign, while only Large and Significant Interest projects would be required to hold a community meeting. However, the Director of Community Development would maintain discretion to require additional modes of outreach regardless of a project's classification.

One of the significant requirements that the Policy would add to the community outreach procedures that staff is currently implementing is the inclusion of tenants in community meeting and hearing notice mailings. Pursuant to State law, only property owners are currently included in such mailings. There are technical challenges in implementing this procedure, but the adoption of the Policy would serve as direction to staff from the City Council to make tenant mailings a priority.

The Public Outreach Policy would not limit the types of outreach or modes of information dissemination. For example, a digital mapping system identifying the locations of all current Planning Projects within the City is currently under development. The mapping system will be publicly accessible and available on the City's website. The City is also working on a system for the public to sign up for e-mail notifications when new Planning projects are filed within a certain geographic area. The Public Outreach Policy may be periodically updated administratively to provide web links to such online resources.

General Plan Conformance: The proposed policy is consistent with the outreach policies identified in the General Plan, in that the proposed policy will foster outreach efforts and provide education and informational opportunities for the public and developers.

Planning Commission Staff Report
Subject: City Council Public Outreach Policy
June 14, 2017
Page 2

Environmental Determination: The policy is not a project as defined by CEQA.

Public Contact

Public Notices and Comments: The notice of the public hearing was advertised on the City's social media accounts, e-mailed to a list of interested parties and developers, and sent to the City's Planning Community Meetings e-Notify list.

A community meeting was held on March 20, 2017. Staff received varying feedback from the community which included a desire to have early outreach efforts prior to project submission, for Large or Significant Interest projects, non-residential projects, and projects more than one-story higher than surroundings buildings or three stories or greater. In addition, attendees expressed interest in the development of a mapping system for online access to projects and an increased mailing radius to 1,000 feet or 1,000 households, whichever is greater. A comprehensive list of public comments received at the meeting is attached.

The draft policy was also discussed at the Neighborhood – University Relations Committee (NURC) meeting on March 6, 2017 and presented to the City's Governance Committee on June 12.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the policy would provide clear guidance to developers on what is expected in terms of outreach efforts during the Planning entitlement process. In addition, the Policy would provide certainty to both the public and developers about the required modes of outreach and their timing.

RECOMMENDATION:

That the Planning Commission review and accept the Staff Report and proposed Public Outreach Policy for Planning Projects.

Documents Related to this Report:

- 1) *Draft Public Outreach Policy for Planning Projects*
- 2) *March 20, 2017 Public Meeting Notes*

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Public Outreach Policy for Planning Applications

The intent of this policy is to provide the public with access to information related to development activity in the City in order to encourage community members to engage in the public process for development proposals.

Definitions

Small Development Proposal: development proposal related to the construction, renovation, demolition, or expansion of a single-family house or duplex that requires a public hearing or public notification; accessory structures that require a public hearing; or minor use permits (e.g., those involving alcohol)

Standard Development Proposal: development proposals that involve between 3 and 49 dwelling units, up to 30,000 square feet of commercial, or up to 50,000 square feet of office or industrial uses

Large Development Proposal: development proposals that involve over 49 dwelling units, over 30,000 square feet of commercial, or over 50,000 square feet of office or industrial uses

Significant Interest/Controversial Development Proposal: development proposals that have a high potential for significant interest at a Citywide level

Process

1. Initial Public Notification.

- **On-Site Posting.** The applicant is responsible for installing an on-site notification sign on the project site, consistent with the attached Policy for On-Site Noticing and Posting Requirements.
- **Website Posting.** The online, publicly accessible, recently filed projects list will be updated on a monthly basis or more frequently.

2. Community Meeting.

For Large and Significant Interest proposals, at least one noticed community meeting will be encouraged within 60 days of filing the application, but must be held no more than 90 days following the filing of the application. Subject to the discretion of the Director of Community Development, attendance and presentation at a regularly scheduled community group or organization meeting may qualify as a community meeting, as may a community meeting associated with a Preliminary

Review application. Community meetings for Standard Development Proposals may also be required at the Director of Community Development's discretion.

Community Meeting Noticing

All modes of community meeting noticing will be sent and/or posted online at least 10 days in advance of the meeting, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods:

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the community meeting will be provided on the Planning Division's Planning Community Meetings webpage (<http://www.santaclaraca.gov/government/departments/community-development/planning-division/planning-community-meetings>), as well as the City's online calendars. E-mails will be sent to individuals that have identified themselves as interested parties for the specific project and to those who have signed up for Planning Community Meeting emails through the City's eNotify system.
- **Social Media.** Announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.
- **Broadcast.** To the extent feasible, community meetings, particularly those for Large and Significant Interest proposals, will be live streamed on the City's website, Facebook, and YouTube accounts.

City staff will attend, may assist in the facilitation, and will present factual information at community meetings, including information regarding the scope of the proposal, the review and decision-making process, and any other information that the staff may deem pertinent to the community.

3. Public Hearing

Public Hearing Noticing

All modes of public hearing noticing will be sent and/or posted online at least 10 days in advance of the hearing, with a target of at least 14 days prior to the meeting, consistent with the below outreach methods.

- **Mailed Notices.** Notices will be sent to all property owners and tenants within the radius specified in the Public Outreach Matrix.
- **Website Posting.** Notice of the public hearing will be provided on the individual hearing body's agenda webpage. E-mails will be sent to individuals that have

identified themselves as interested parties for the specific project and to those who have signed up for email alerts through the City's eNotify system for the hearing body to which the project will be presented.

- **Social Media.** Large and Significant Interest proposal public hearing announcements will be posted on the City's social media accounts, including Facebook and Nextdoor.
- **Publishing.** For Large or Significant Interest proposals, notice of a public hearing may be advertised in the *Santa Clara Weekly*.

Long-Range Planning Projects

Long-range planning projects, including, but not limited to specific plans, significant Zoning Ordinance amendments, General Plan updates, and other policy documents, will be treated as Significant Interest proposals where feasible in accordance with the Public Outreach Matrix.

Where proposed long-range planning changes may have significant City-wide implications, publishing of community meeting and public hearing dates in the *Santa Clara Weekly* will be encouraged.

Preliminary Review Applications

Preliminary review applications are encouraged for Large and Significant Interest/Controversial Development Proposals. Applicants for Preliminary Reviews may be encouraged to host a community meeting, particularly for Large and Significant Interest/Controversial Development Proposals, subject to the discretion of the Director of Community Development.

Subdivision Maps

At a minimum proposed subdivision maps will be required to provide outreach in accordance with Title 17 of the City Code.

Public Outreach Policy and State / City Law Consistency

A hearing body may act upon an application that does not meet all outreach and notification criteria contained in this policy, so long as the project meets applicable State and City due process laws. The Director of Community Development maintains the discretion to require mailed notices to a larger radius than that called for by this policy.

*Additional outreach modes and efforts may be required above and beyond what are called for in this policy.

Public Outreach Matrix

	Small	Standard	Large	Significant Interest
On-Site Posting	11"x17"	2'x3'	4'x6'	4'x6'
Website Information	X	X	X	X
Mailing Radius	300 feet	500 feet	1,000 feet	1,000 feet
Community Meeting		•	X	X
Mailed Notice		•	X	X
Online Calendar / Website Posting		•	X	X
E-mail to Interested Parties and E-Notify		•	X	X
Social Media		•	X	X
Online Live Streaming		• *	X*	X*
Public Hearing				
Mailed Notices	X	X	X	X
Online Calendar / Website Posting	X	X	X	X
E-mail to Interested Parties and eNotify		X	X	X
Social Media		•	X	X
Newspaper Notice		•	•	•

X Always required

• May be required

* Whenever feasible

Draft Public Outreach Policy
Public Meeting Notes – March 20, 2017

- Outreach should be completed early in the process, even before project submission of the project for:
 - Large or Significant Interest projects
 - Non-residential
 - More than one-story higher than surrounding building
 - Three stories or taller
- Mailed notice should be provided to Next Door groups within 300 feet
- Provide GIS mapping system for online access to projects
- Provide monthly online updates for the Development Projects List
- Educate the community on high-density housing/TODs
- Applicant should pay for noticing costs
- Mailing radius should be 1,000 feet or 1,000 households, whichever is greater
- Upcoming future project should be identified on the City Council website/Agenda
- Should require multiple community meetings and use community groups
- Increase the noticing radius for Significant Interest projects to 0.5 mile
- Increase the on-site posting requirements for Small projects to 2'x3'
- Online calendar / Website Posting should include a map or project plan for Significant Interest projects
- Other ways to engage the community:
 - Next Door
 - Santa Clara App
 - Community groups
 - Online polling

**Planning Commission
Excerpt Meeting Minutes of June 14, 2017**

- A.** File: PLN2017-12654
Location: Citywide
Subject: Informational Item - Adoption of a City Council Public Outreach Policy for Planning Projects
CEQA Determination: Exempt
Project Planner: Rebecca Bustos, Associate Planner
Staff Recommendation: Accept the staff report.
Item for Council Action: Approve the City Council Public Outreach Policy for Planning Projects

Notice: Notice for Item 6.A. was advertised on the City's social media accounts, e-mailed to a list of interested parties and developers, and sent to the City's Planning Community Meetings e-Notify list.

Discussion: Associate Planner Rebecca Bustos gave a brief overview of the Public Outreach Policy and discussed the goal of formalizing a process to notify residents of proposed developments.

In response to the Commission's inquiry, staff explained that projects will be deemed of significant interest based on public inquiries and at the discretion of the director. Staff also clarified that this policy will add additional public noticing and that standard noticing requirements will continue to be implemented. Staff also confirmed that community outreach is the developer's responsibility, that staff provides mailing lists to assist them, and that the cost for noticing and mailing lists is included in the application process fees.

The Public Hearing was opened.

Speaker John Michael from The Silicon Valley Organization asked for clarification about the mailing lists and fees. Staff explained that the Planning department provides the developers with residential mailing lists to assist them with community outreach and that the fees are incorporated in the application filing fees.

Motion/Action: The Commission motioned to accept the staff report and proposed Public Outreach Policy for Planning Projects, unanimously (4-0-3-0, Jain, Chahal, and Weng absent)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO REPEAL RESOLUTION 17-8435 AND RESCIND THE CITY OF
SANTA CLARA EARLY CONSIDERATION POLICY FOR
GENERAL PLAN AMENDMENT APPLICATIONS**

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

WHEREAS, on May 16, 2017, the City of Santa Clara adopted Resolution No. 17-8435,
establishing the “Early Consideration Policy for General Plan Amendment Applications”;

WHEREAS, implementation of the Early Consideration Policy has proved to add significant time
and expense to the General Plan Amendment process without providing substantial benefits;

WHEREAS, based on the recommendation of the Governance Committee reached at its
September 14, 2020 meeting, and the direction of the City Council provided at its September 29,
2020 meeting, the Council now desires to rescind the Early Consideration Policy, effective
January 1, 2021.

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

1. That Resolution No. 17-8435 is hereby repealed.
2. That the Early Consideration Policy for General Plan Amendment Applications is hereby
rescinded.

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3. Effective date. This resolution shall become effective on January 1, 2021.

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 _____, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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



Agenda Report

20-927

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Discussion and Direction on Mayor Gillmor's Request Regarding Worker Retention and Recall Protections During COVID-19 Pandemic [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

BACKGROUND

At its August 18, 2020 meeting, Council approved a written petition submitted by Mayor Lisa M. Gillmor (Attachment 1) to place an item on the October 13, 2020 Council agenda to discuss modifications to the City's Worker Retention Ordinance adding hotel workers as a covered employee group and to add a recall provision for building service, food service and hotel employees laid off due to the COVID-19 pandemic.

This report provides a summary of:

- Santa Clara Worker Retention Ordinance;
- Information about other cities which have implemented similar ordinances; and,
- Discussion about possible parameters to include in an ordinance should Council direct staff to bring back an emergency ordinance for its consideration at the October 27, 2020 Council meeting.

DISCUSSION

Worker Retention Ordinance

If the Council directs staff to prepare an ordinance to protect hotel workers and add worker recall provisions to address the impacts of the COVID-19 pandemic, staff recommends amending the existing worker retention ordinance on an emergency basis.

The City of Santa Clara adopted Worker Retention Ordinance - No. 1964, on April 4, 2017 (Attachment 2) and has been codified in Chapter 9.60 of the City Code.

The current Worker Retention Ordinance requires that when the City or one of its associated government entities or facilities managers changes contractors for certain types of workers, the new contractor must hire the existing workers.

Applicability: The ordinance applies to:

- 1) any entity in the City of Santa Clara with more than 25 employees in the State of California that enter into contracts for building services and/or food service, and

2) entertainment/convention venues with a capacity of at least 8,000.

The ordinance applies to City of Santa Clara contracts and to contracts with all of the City's related entities such as SOSA, Stadium Authority etc. Other governmental entities such as the County, Santa Clara Unified School District or Mission College are exempt.

Contracts subject to ordinance: Contracts in excess of \$25,000 with a term three months or longer for regularly scheduled building services and/or food services.

Covered Employees: Full or part time employees (8 hours a week or more) whose regular place of work is in the City of Santa Clara during the 90 days prior to a contract transition. Not included are managerial, supervisory, or confidential employees.

Notification and Retention Procedures:

- No less than 15 calendar days before terminating a food service or building service contracted, the terminated contractor must provide a list of each food service or building worker to the successor contractor.
- The successor contractor must retain the employees of terminated contractor for a 90-day transition period. The successor contractor cannot substantially change the effected employees' work shift or place of work. The successor contractor must post a notice of the applicable provisions of worker's rights under the ordinance.
- During the 90-day transition period, the successor contractor cannot terminate an employee except: (1) for cause or (2) if the successor contractor determines that fewer employees are required to perform services. In the event of a workforce reduction, the successor contractor must retain employees by seniority within job classification.
- At the end of the 90-day transition period, the successor contractor must complete a written performance evaluation for each employee. If performance is satisfactory, the contractor shall offer the employee continued employment.

Worker Recall Ordinances

Staff is seeking Council direction to expand its worker protection regulations to include other types of worker and to add a new right: the *right to be rehired* after being laid off due to the economic effects of the COVID-19 pandemic.

Several other cities have enacted temporary emergency worker recall and retention ordinances as a result of the COVID-19 pandemic.

Worker Retention ordinances protect workers from job loss due to a sale, merger, foreclosure or other transfer of their employer. Worker Right to Recall ordinances protect laid off workers by requiring employers to offer laid off employees their jobs back in order of seniority.

On July 21, 2020, the Oakland City Council adopted Ordinance 13607 (Attachment 3) which provides that certain employees (airport hospitality/service, event center, hotel, restaurant) that were laid-off due to the COVID-19 pandemic must be recalled by seniority in a classification and that protections for these same covered workers would also apply to applicable businesses that had a change of ownership.

On April 29, 2020, the Los Angeles City Council adopted Ordinance 186602 (Attachment 4) which provides that 1) certain employers (hotel, airport, event center, and commercial property) must recall workers laid-off because of COVID-19 pandemic and rehire based upon seniority in a position classification and 2) businesses that change ownership must offer to hire or rehire covered workers. The Los Angeles City Council will re-evaluate the continuation of the ordinance by March 1, 2022.

Direction to Staff on Parameters to Include in an Emergency Ordinance

Timing - If Council would like to consider modifications to the existing Worker Retention Ordinance, staff recommends making the modifications on an emergency ordinance basis. Upon adoption, the ordinance would become effective immediately. The cities of Los Angeles, Oakland and San Francisco have adopted their respective ordinances on an emergency basis to specifically address the impacts of COVID-19. The original Worker Retention Ordinance included an outreach process and community meetings, to allow for specific feedback on a permanent ordinance.

Applicability - The Mayor's request includes the addition of an additional class of covered employees, hotel workers. In that regard, staff recommends that consistent with other cities that have enacted similar ordinances, covered business would include hotels with 50 or more guest rooms.

Protections - The Mayor's request included consideration of worker recall provisions. With Council direction, staff would prepare an ordinance for the October 27 agenda that would include recall provisions for building and food service workers at entities currently identified in the Worker Retention Ordinance and add hotel workers. Eligibility of covered workers would be consistent with the existing Worker Retention Ordinance - full or part time employees (8 hours a week or more) whose regular place of work is in the City of Santa Clara during the 90 days prior to a contract transition or lay off.

The Mayor's request added hotel workers to the covered employees under the Worker Retention Ordinance provisions. This modification would provide that if there is a change of hotel ownership/operation during the COVID-19 pandemic, the new operator would be required to rehire covered employees at their same classification for a period of 90 days.

Workers covered by a collective bargaining agreement would continue to be exempt from the provisions of the ordinance.

Duration - As stated above, adoption of an emergency ordinance to address the impacts of the State of Emergency in the City of Santa Clara due to the COVID-19 health crisis allows for the ordinance to become effective immediately. The provisions of the emergency ordinance would be in place for the duration of the emergency declaration. If Council wants to direct staff to propose a similar ordinance on a longer-term basis (beyond the emergency period), staff recommendation is to do so with an outreach process to potentially affected businesses/employers and employees to seek input and feedback.

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 other than administrative staff time.

COORDINATION

This report has been coordinated with the City Attorney’s office.

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct the City Attorney and City Manager to prepare an Emergency Ordinance for Worker Recall and Retention with the parameters discussed in this Report to Council and return to Council on October 27 for consideration
2. Note and file this report and take no further action
3. Any other alternative as approved by Council

RECOMMENDATION

Staff has no recommendation and is seeking Council direction and feedback on possible amendments to the Worker Retention Ordinance.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Written Petition by Mayor Gillmor
2. Ordinance No. 1964
3. City of Oakland Right to Recall Ordinance
4. City of Los Angeles Right to Recall Ordinance

From: Lisa Gillmor
To: [Genevieve Yip](#)
Cc: [Lisa Gillmor](#); [Julie Minot](#)
Subject: PROPOSAL: RECALL AND RETENTION PROTECTION FOR SANTA CLARA WORKERS
Date: Tuesday, July 28, 2020 3:51:03 PM

Hi Genevieve,

Can you please add the above topic to the next City Council agenda. Per our policy, I would seek City Council approval to add this topic for future consideration.

Thank you,
Lisa Gillmor

Sent from my iPhone

ORDINANCE NO. 1964

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO ADD CHAPTER 9.60 ("FOOD AND BUILDING SERVICE WORKER RETENTION") TO TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO REQUIRE RETENTION OF FOOD AND BUILDING SERVICE WORKERS UNDER CERTAIN CIRCUMSTANCES

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Labor Code Section 1064 allows local jurisdictions to enact greater standards than, or establish additional enforcement provisions to the standards and provisions of the Displaced Janitor Opportunity Act.

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

SECTION 1: That Chapter 9.60 (entitled "Food and Building Service Worker Retention") is added to Title 9 (entitled "Public Peace, Morals and Welfare") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"Chapter 9.60

FOOD AND BEVERAGE SERVICE WORKER RETENTION

Sections:

9.60.010	Definitions.
9.60.020	Notification and retention.
9.60.030	Remedies.
9.60.040	Exemption.

9.60.010 Definitions.

For purposes of this section, the following terms shall have the following meanings:

(a) “Building service” means work performed in connection with the care or maintenance of an existing building and includes, but is not limited to, work performed by guards and janitors.

(b) “Building service contract” means a contract let by any covered entity for the furnishing of regularly scheduled building services, and includes any subcontracts for such services in excess of \$25,000 and for a term of three months or longer.

(c) “Building service contractor” means any person who enters into a building service contract, including any subcontractor.

(d) “Building service employee” means any person employed as a building service employee by a building services contractor or covered entity whose regular place of work is a business or entertainment/convention venue in the city of Santa Clara on a full or part-time basis (eight (8) hours or more a week) during the ninety (90) days immediately preceding any transition in employment subject to this section except for persons who are managerial, supervisory or confidential employees, and persons regularly scheduled to work fewer than eight (8) hours per week at a building.

(e) “Business” means any commercial, industrial, institutional or mixed-use business facility owned or managed by a covered entity in the city in a single building or in contiguous buildings under common ownership or management.

(f) “Covered entity” means any person who hires or retains a food service contractor for the provision of food services at a business facility or entertainment/convention venue within the City, or the City if it hires or retains a food service contractor for an entertainment/convention venue, or any person who hires or retains a building service contractor

for the provision of building services at a business facility or entertainment/convention venue within the City.

(g) "Entertainment/convention venue" means a stadium, concert hall, club, convention center, or like venue with a total capacity of at least 8,000 that hosts concerts, shows, conventions, or sporting events on a non-continuous basis.

(h) "Food service" means the on-site preparation, serving and clean-up of food or beverages to persons.

(i) "Food service contract" means a contract for the furnishing of food services, and includes any subcontracts for such services in excess of \$25,000 and for a term of three months or longer.

(j) "Food service contractor" means any person who hires or retains food service employees in order to provide food services to a covered entity pursuant to a food service contract, including any subcontractor.

(k) "Food service employee" means any person whose regular place of work is a covered entity within the City of Santa Clara on a full or part-time basis (eight hours or more a week) during the 90 days immediately preceding any transition in employment subject to this section, except for persons who are managerial, supervisory, or confidential employees, and persons regularly scheduled to work fewer than eight hours per week.

(l) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity, with more than 25 employees in the State of California that may employ persons or enter into service contracts, but it does not include a county, school district, community college district, the State of California, and the federal government or any other governmental entity except the City of Santa Clara, the

Stadium Authority, the Sports and Open Space Authority and the City of Santa Clara Housing Authority.

(m) “Regularly scheduled” with respect to services means of an on-going nature and not for a specific event or to accomplish a single repair or up-grade.

(n) “Subcontractor” means any person who is not an employee who enters into a contract with a food service or building service contractor to assist the contractor in performing a food service or building service contract.

(o) “Successor contractor” means (1) any person that has entered into a food service contract or building service contract to provide services to a covered entity that are substantially similar to those provided by such covered entity prior to contracting out the services or those provided to such covered entity under a terminated food service or building service contract, or (2) a covered entity, if the covered entity provides such services following the termination of a food service or building service contract.

9.60.020 Notification and retention.

(a) No less than fifteen (15) calendar days before terminating any food service or building service contract, or contracting out services previously performed by the covered entity, a covered entity shall request, and the current food service or building service contractor or the covered entity if it provides the services, shall provide to the successor contractor, if one has been named, and the covered entity if different, a full and accurate list containing the name, home address and telephone number, date of hire, and job category of each food service worker or building service employee employed by the current food service or building service contractor or by covered entity at the site or sites covered by the food service or building service contract that will be terminated or let, as applicable.

(b) The successor contractor shall retain for a 90-day transition employment period all food service or building service employees that were employed by the terminated food service or building service contractor, or by the covered entity if the covered entity has contracted out the services. During the 90-day transition period, the successor contractor shall not substantially change a food service or building service employee's work shift or work location.

(c) The successor contractor shall ensure that a notice to food service or building service employees is posted setting forth the rights provided under this section and which includes a copy of any list provided pursuant to paragraph (a) of this subdivision with the home addresses and phone numbers redacted, and that such notice is also provided to the food service or building service employees' collective bargaining representative, if any. The notice and list shall be posted in the same location and manner that other statutorily required notices to employees are posted at the affected sites.

(d) If at any time the successor contractor determines that fewer food service or building service employees are required to perform services than had been performing such services under the terminated food service or building services contract, the successor contractor shall retain the food service or building service employees by seniority within job classification; provided, that during such 90-day transition period, the successor contractor shall maintain a preferential hiring list of those food service or building service employees not retained at the sites who shall be given a right of first refusal to any jobs within their classifications that become available during that period.

(e) Except as provided in subsection (d) of this section, during such 90-day period, the successor contractor shall not discharge without cause a food service or building service employee retained pursuant to this section.

(f) At the end of the 90-day transition period, the successor contractor shall complete a written performance evaluation for each food service or building service employee retained pursuant to this section. If a food service or building service employee's performance during such 90-day period is satisfactory, the successor contractor shall offer such food service or building service employee continued employment under the terms and conditions established by the successor contractor.

9.60.030 Remedies.

(a) A food service or building service employee who has been discharged or not retained in violation of this section, or the collective bargaining agent of the employee, may bring an action in any superior court of the State of California having jurisdiction over the successor contractor. Upon finding a violation of this chapter, the court shall award back pay, including the value of benefits, for each day during which the violation occurred and continues to occur. If the court determines that the successor contractor's violations were willful, it shall order treble back pay and reinstatement. The amount of back pay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor food service or building service contract multiplied by the number of hours usually worked by the employee.

(3) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(4) If the employee is the prevailing party in the legal action, the court shall award the employee or collective bargaining agent reasonable attorney's fees and costs as part of the costs recoverable.

9.60.040 Exemption.

The provisions of this chapter may be waived in whole or in part in a *bona fide* collective bargaining agreement, provided that such waiver is set forth in writing in clear and unmistakable terms.

SECTION 2: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.


SECTION 3: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 21st day of March 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, O'Neill and Watanabe Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Mahan
ABSTAINED:	COUNCILORS:	None

ATTEST:




ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 4th day of April 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, Mahan, O'Neill and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

INTRODUCED BY COUNCILMEMBERS SHENG THAO,
NOEL GALLO, AND DAN KALB


CITY ATTORNEY'S OFFICE

Updated Version to the Version That Was Amended During the June 29, 2020 Community & Economic Development Committee Meeting.

OAKLAND CITY COUNCIL

ORDINANCE NO. 13607 C.M.S.

ORDINANCE (1) ESTABLISHING A TRAVEL AND HOSPITALITY WORKER RIGHT TO RECALL; (2) AMENDING CHAPTER 2.44 OF THE OAKLAND MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF RIGHT TO RECALL AS PART OF THE DUTIES OF THE DEPARTMENT OF WORKPLACE AND EMPLOYMENT STANDARDS

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease which was first detected in China and has now spread across the globe, with multiple confirmed cases in California, including the Bay Area; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a Proclamation Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, on March 1, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP declared a Local Health Emergency; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed that a State of Emergency exists in California as a result of the threat of COVID-19 (Executive Order N-25-20); and

WHEREAS, the World Health Organization announced on March 11, 2020, that it has characterized COVID-19 as a pandemic; and

WHEREAS, on March 16, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP issued a Shelter-in-Place Order requiring all Alameda County Residents to stay in their homes and leave only for specified purposes; and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, ordering, with limited exceptions, all individuals living in the state of California to stay at home or at their place of residence, until further notice; and

WHEREAS, on May 4, 2020, California Governor Gavin Newsom issued Executive Order N-60-20, which directed individuals living in the state of California to continue staying at their home or place of residence, until further notice; and

WHEREAS, since the declaration of a national public health emergency on January 31, 2020, the COVID-19 pandemic has caused hospitality, restaurant, stadium, and travel-related employers in the City to discharge, layoff and furlough workers at a massive scale; and

WHEREAS, many thousands of hospitality, restaurant, stadium, and travel-related workers have been separated from their jobs already during the pandemic, and many thousands more are expected to face separation in the coming months; and

WHEREAS, while federal, state, and local programs, and efforts by some of the City's non-profits, have provided a modicum of support to Oakland's hospitality, restaurant, stadium and travel-related workers in the short-term, these workers need most is the promise of a return to their previous jobs as the pandemic recedes and business returns; and

WHEREAS, ensuring that Oakland's hospitality, restaurant, stadium, and travel-related employers honor their former employees' right to return will speed the transition back to a functioning labor market and will lessen the damage to the City's economy; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. A new Chapter 5.95 is added to the City of Oakland Municipal Code as follows:

5.95.010. Title.

This Chapter shall be known as the "Hospitality and Travel Worker Right to Recall" Ordinance.

5.95.020. Definitions.

The definitions set forth in this Section shall govern the construction and meaning of the terms used in this chapter:

- A. "Airport" means the Oakland International Airport.
- B. "Airport Hospitality Operation" means a business that provides food and beverage, retail, or other consumer goods or services to the public at the Airport. The term Airport Hospitality Operation does not include an air carrier certificated by the Federal Aviation Administration.

- C. "Airport Service Provider" means a Person that performs, under contract with a passenger air carrier: (i) food and beverage catering functions; or (ii) functions on the property of the Airport that are directly related to the air transportation of persons, property, or mail, including but not limited to the loading and unloading of property on aircraft; assistance to passengers under the federal regulation at 14 C.F.R. Part 382; security; airport ticketing and check-in functions; ground-handling of aircraft; or aircraft cleaning and sanitization functions and waste removal. The term "Airport Service Provider" does not include an air carrier certificated by the Federal Aviation Administration.
- D. "Change in Control" means any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets or a controlling interest (including by consolidation, merger, or reorganization) of the Incumbent Employer or any Person who controls such Incumbent Employer.
- E. "Covered Service Employer" means any Person who directly or indirectly or through an agent or any other Person owns or operates a Covered Service Enterprise and employs or exercises control over the wages, hours or working conditions of any Employee.
- F. "Covered Service Enterprise" means an Airport Hospitality Operation, an Airport Service Provider, an Event Center, a Hotel, or a Restaurant.
- G. "Covered Restaurant Employer" means any Person who (a) directly or indirectly or through an agent or any other Person owns or operates a Restaurant and employs or exercises control over the wages, hours or working conditions of any Employee; and (b) employs more than 500 Employees, regardless of where those Employees are employed, or is a Franchisee associated with a Franchisor or a network of Franchises with Franchisees that employ more than 500 Employees in the aggregate, regardless of where those Employees are employed.
- H. "Employee" has the same meaning as under Oakland Municipal Code Section 5.92.010
- I. "Employer" means a Covered Service Employer or a Covered Restaurant Employer. The term "Employer" does not include the City of Oakland or the Port Department of the City of Oakland.
- J. "Event Center" means a publicly or privately owned structure in the City of Oakland of more than fifty thousand (50,000) square feet or five thousand (5,000) seats that is used for the purposes of public performances, sporting events, business meetings, or similar events, and includes concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers. The term "Event Center" also includes any contracted, leased, or sublet premises connected to or operated in conjunction with the Event Center's purpose,

including food preparation facilities, concessions, retail stores, restaurants, bars, and structured parking facilities.

K. "Franchise" means a written agreement by which:

1. A Person is granted the right to engage in the business of offering, selling, or distributing goods or services under a marketing plan prescribed or suggested in substantial part by the grantor or its affiliate; and
2. The operation of the business is substantially associated with a trademark, service mark, trade name, advertising, or other commercial symbol; designating, owned by, or licensed by the grantor or its affiliate; and
3. The Person pays, agrees to pay, or is required to pay, directly or indirectly, a Franchise fee;

L. "Franchisee" means a Person to whom a Franchise is offered or granted.

M. "Franchisor" means a Person who grants a Franchise to another Person.

N. "Hotel" has the same meaning as under Oakland Municipal Code Section 5.93.010.

O. "Incumbent Employer" means the Employer prior to a Change in Control.

P. "Laid-off Employee" means any Employee who was employed by an Employer for at least six (6) months in the twelve (12) months preceding January 31, 2020, and whose most recent separation from employment occurred after January 31, 2020, and was due to an economic, non-disciplinary reason, including but not limited to a lack of business due to a government-issued stay-at-home order, bankruptcy, or reduction in force. "Laid-off Employee" also includes an Employee who was employed by an Incumbent Employer and a Successor Employer for a combined total of at least six (6) months in the twelve (12) months preceding January 31, 2020, and who meets the other conditions in the preceding sentence.

Q. "Length of Service" means the total of all periods of time during which an Employee has worked as an Employee for the Employer, including but not limited to periods of time when the Employee was on leave including family leave, sick leave, or on vacation.

R. "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign. "Person" may include a temporary services or staffing agency.

- S. "Restaurant" means a business conducting full-service restaurant commercial activities within the meaning of Oakland Municipal Code Section 17.10.272, limited-service restaurant and café commercial activities within the meaning of Oakland Municipal Code Section 17.10.274, fast-food restaurant commercial activities within the meaning of Oakland Municipal Code Section 17.10.280, or alcoholic beverage sales commercial activities with on-premises consumption within the meaning of Oakland Municipal Code Section 17.10.300, from a structure within the City.
- T. "Successor Employer" means the Employer after a Change in Control.
- U. "Transfer Document" means the purchase agreement or other document(s) effecting a Change in Control.

5.95.030. Right to Recall.

- A. An Employer shall offer its Laid-Off Employees in writing, by registered mail to their last known physical address, and by email and text message to the extent the Employer possesses such information, all job positions which become available after this Chapter's effective date for which the Laid-Off Employees are qualified. A Laid-Off Employee is qualified for a position if the Laid-Off Employee:
 - 1. held the same or substantially similar position at the Covered Enterprise at the time of the Laid-Off Employee's most recent separation from active service with the Employer; or
 - 2. is or can be qualified for the position with the same training that would be provided to a new employee hired into that position.
- B. The Employer shall offer positions to Laid-Off Employees in an order of preference corresponding to the categories in subsections (A)(1) and (2). Where more than one Employee is entitled to preference for a position, the Employer shall offer the position to the Laid-Off Employee with the greatest Length of Service for the Covered Enterprise.
- C. A Laid-Off Employee who is offered a position pursuant to this Chapter shall be given no less than ten (10) days from the postmark date of the mailed letter and dates of email and text notification to accept or decline the offer. If the dates referenced in the preceding sentence are not the same, the ten (10) days begins to run from the latest of the dates.
- D. An Employer that declines to recall a Laid-Off Employee on the grounds of lack of qualifications and instead hires someone other than a Laid-Off Employee shall provide the Laid-Off Employee a written notice advising of the non-selection within thirty (30) days of the date of hire. The Employer shall within thirty (30) days of the date of hire document the reason(s) for such decision and maintain that written record for no less than three (3) years. The Employer shall make such record available to the City upon request.

- E. Within fifteen (15) days after the execution of a Transfer Document, an Incumbent Employer shall provide to the Successor Employer a recall list containing the name, address, email address, telephone number, date of hire and employment classification of each Laid-Off Employee.
- F. A Successor Employer shall comply with the requirements of this Chapter as to the Incumbent Employer's Laid-off Employees for one hundred twenty (120) days after execution of a Transfer Document, subject to the following limitations:
 - 1. The Successor Employer shall retain each recalled worker for no fewer than forty-five (45) days unless during the forty-five (45) day period the Successor Employer has cause to discharge the worker. During the forty-five (45) day period, the Successor Employer shall be employed under terms and conditions established by the Successor Employer, as required by law.
 - 2. At the end of the forty-five (45) day period, the Successor Employer shall provide a written performance evaluation to each worker recalled pursuant to this subsection. If a worker's performance is satisfactory, the Successor Employer shall consider offering the worker continued employment under terms and conditions established by the Successor Employer or as required by law. The Successor Employer shall retain a record of the written performance evaluation for a period of no fewer than three (3) years and shall make such evaluation available to the City upon request.

5.95.040. Retaliatory Action Prohibited.

No Employer shall refuse to employ, terminate, reduce in compensation, or otherwise take any adverse action against any person for seeking to enforce his or her rights under this Chapter by any lawful means, for participating in proceedings related to this Chapter, for opposing any practice proscribed by this Chapter, or for otherwise asserting rights under this chapter. This Section shall also apply to any Employee who mistakenly, but in good faith, alleges noncompliance with this Chapter.

5.95.050. Enforcement.

This Chapter may be enforced in accordance with the procedures set forth in Oakland Municipal Code Section 5.92.050(F) and (G) after August 15, 2020 by the Department of Workplace and Employment Standards, and the remedies set forth in that Section shall apply to violations of this Chapter, except that for a willful violation of Section 5.94.040, the amount of damages attributable to lost income due to the violation shall be trebled.

5.95.060. Regulations.

After August 15, 2020, the Department of Workplace and Employment Standards, may promulgate and enforce rules and regulations, and issue determinations and interpretations, consistent with and necessary for the implementation of this Chapter. Such rules and regulations, determinations, and interpretations shall have the force of law and may be relied upon by employers, employees, and other persons to determine their rights and responsibilities under this Chapter.

5.95.070. Exemption for Collective Bargaining Agreement.

All of the provisions of this Chapter, or any part of the Chapter, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in that agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute or be permitted as a waiver of all or any part of the provisions of this article.

5.95.080. No Preemption of Higher Standards.

The purpose of this Chapter is to ensure minimum labor standards. This Chapter does not preempt or prevent the establishment of superior employment standards (including higher wages) or the expansion of coverage by ordinance, resolution, contract, or any other action of the City or Port of Oakland. Consistent with Article VII of the Charter, in the event of a conflict between this Chapter and an action by the Board of the Port Commissioners regarding the same subject matter discussed in this Chapter (including the Board of Port Commissioners Resolution Approving Airport Labor Pool Program (Resolution No. 15-056, passed June 11, 2015, as it may be amended or superseded), such Board of Port Commissioners action shall prevail. This Chapter shall not be construed to limit a discharged Employee's right to bring a common law cause of action for wrongful termination.

5.95.090. Severability.

If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter, which shall remain in full force and effect. The City Council hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Chapter in order to preserve the maximum permissible effect of each subsection herein.

5.95.100. Reporting.

On or before January 31, 2022, the Chief Officer of the Department of Workplace and Employment standards shall report to the City Council on the effectiveness of this Chapter in promoting employment stability, including a socioeconomic and demographic breakdown of individuals who filed complaints and the outcomes of those complaints.

SECTION 2. Oakland Municipal Code Chapter 2.44 is hereby amended to modify sections as set forth below; additions are indicated by underscoring and deletions are indicated by strike through type; portions of the Chapter not cited or not shown in underscoring or strike-through type are not changed:

2.44.010. Department of Workplace and Employment Standards

There is hereby created under the jurisdiction of the City Administrator a Department of Workplace and Employment Standards. Effective July 1, 2020, the Department of Workplace and Employment Standards shall enforce Chapter 2.28 ("Living Wage Ordinance"); Chapter 2.36 ("Worker Retention at Large-Scale Hospitality Business Ordinance"); Chapter 5.92 ("City Minimum Wage, Sick Leave, and Other Employment Standards"); Chapter 5.93 ("Hotel Minimum Wage and Working Conditions"); Prevailing Wage Resolution (Resolution No. 57103 C.M.S.), Local Employment Program (Part IV of the Local and Small Local Business Enterprise Program, Resolution No. 69687 C.M.S., as amended and codified by Ordinance No. 12389 C.M.S., and as subsequently amended), Fifteen (15) Percent Apprenticeship Program (Resolution No. 74762 C.M.S.), Chapter 5.94 ("Protecting Workers and Communities During the Pandemic – COVID-19 Emergency Paid Sick Leave Ordinance"), and Chapter 5.95 ("Hospitality and Travel Worker Right to Recall"), and shall carry out such additional duties and functions as assigned by the City Administrator, or by Charter, ordinance, or City Council resolution. The Department of Workplace and Employment Standards may impose penalties and take any and all appropriate action to enforce the requirements of such provisions. The Department of Workplace and Employment Standards shall have authority to adopt rules and regulations consistent with and necessary for the implementation of the foregoing laws. Such rules and regulations shall have the force and effect of law, and may be relied upon by employers, employees and other persons to determine their rights and responsibilities. The Department of Workplace and Employment Standards may enforce the provisions of the California Labor Code to the extent permitted by State law.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUL 2 1 2020

PASSED BY THE FOLLOWING VOTE:

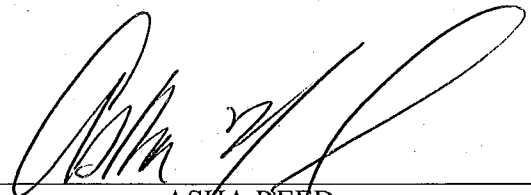
AYES -FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR,
THAO AND PRESIDENT KAPLAN

NOES –

ABSENT –

ABSTENTION –

ATTEST:



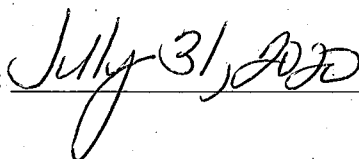
ASHA REED

Acting City Clerk and Clerk of the
Council of the City of Oakland, California

Introduction Date

JUL 1 4 2020

Date of Attestation:



NOTICE AND DIGEST

ORDINANCE (1) ESTABLISHING A TRAVEL AND HOSPITALITY WORKER RIGHT TO RECALL; (2) AMENDING CHAPTER 2.44 OF THE OAKLAND MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF RIGHT TO RECALL AS PART OF THE DUTIES OF THE DEPARTMENT OF WORKPLACE AND EMPLOYMENT STANDARDS

This ordinance adds Chapter 5.95 to the Oakland Municipal Code to establish a right to recall for certain travel and hospitality workers laid off for economic, non-disciplinary reasons. This ordinance also amends Chapter 2.44 of the Oakland Municipal Code to include enforcement of the travel and hospitality worker right to recall ordinance as part of the duties of the Department of Workplace and Employment Standards.

Upon final adoption on second reading this ordinance will become effective immediately if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

ORDINANCE NO. ~~186602~~_____

An ordinance adding Article 4-72J-A to Chapter XX of the Los Angeles Municipal Code subjecting specified businesses in Los Angeles to recall provisions for certain workers laid off during the COVID-19 pandemic.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 4-72J-A is added to Chapter XX of the Los Angeles Municipal Code to read as follows:

ARTICLE 4-72J-A

COVID-19 RIGHT OF RECALL

SEC. 200.30. PURPOSE.

As a result of the COVID-19 pandemic and “Safer at Home” declarations by California Governor Gavin Newsom and Los Angeles Mayor Eric Garcetti, issued to protect the public health and welfare, many workers in the City of Los Angeles are facing significant job and economic insecurity. Workers at the Airport, in the Hospitality Industry and those who provide services to Commercial Property are especially impacted by worker lay-offs as a result of the pandemic because travel has been severely halted and businesses in the industry cannot easily adjust to the lack of patronage during the crisis. The Stay-At-Home Orders have severely impacted Commercial Property services as many offices and stores are closed. To ensure fair employment practices during the economic upheaval resulting from the pandemic and to reduce the demand on government-funded social services, the City hereby enacts legal protections for workers laid off due to the pandemic.

SEC. 200.31. DEFINITIONS.

The following definitions shall apply to this article:

A. **“Airport”** means the City of Los Angeles Department of Airports and each airport it operates in the City.

B. **“Airport Employer”** means any employer that provides any service at the Airport or provides any service to any employer servicing the Airport, and is required to comply with the Los Angeles Living Wage Ordinance, Los Angeles Administrative Code Sections 10.37 *et seq.* An Airport Employer does not include:

1. An airline; or

2. An employer that is party to an agreement with the Airport that contains a worker rehire requirement.

C. **"City"** means the City of Los Angeles.

D. **"Commercial Property Employer"** means an owner, operator, manager or lessee, including a contractor, subcontractor or sublessee, of a non-residential property in the City that employs 25 or more janitorial, maintenance or security service workers. Only the janitorial, maintenance, and security service workers who perform work for a Commercial Property Employer are covered by this article.

E. **"Employer"** means an Airport Employer, a Commercial Property Employer, an Event Center Employer, and a Hotel Employer. For purposes of this Article, an "Employer" does not include non-profit institutions of higher learning that operate medical centers in the City of Los Angeles.

F. **"Event Center Employer"** means an owner, operator or manager of a publicly or privately owned structure in the City of more than 50,000 square feet or with a seating capacity of 1,000 seats or more that is used for public performances, sporting events, business meetings or similar events. An event center includes, but is not limited to, concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers.

G. **"Hotel Employer"** means an owner, operator or manager of a residential building in the City designated or used for public lodging or other related service for the public and either contains 50 or more guestrooms or has earned gross receipts in 2019 exceeding \$5 million. A Hotel Employer includes the owner, operator, manager or lessee of any restaurant physically located on hotel premises.

H. **"Laid Off Worker"** means any person who, in a particular week, performs at least two hours of work within the geographical boundaries of the City for an Employer, has a Length of Service with the Employer of six months or more, and whose most recent separation from active employment by the Employer occurred on or after March 4, 2020, as a result of a lack of business, a reduction in work force or other economic, non-disciplinary reason. This ordinance creates a rebuttable presumption that any termination occurring on or after March 4, 2020, was due to a non-disciplinary reason. For purposes of this article, a Laid Off Worker does not include a manager, supervisor, confidential employee or a person who performs as their primary job responsibility sponsorship sales for an Event Center Employer.

I. **"Length of Service"** means the total of all periods of time during which a Worker has been in active service to an Employer, including periods of time when the Worker was on leave or vacation.

SEC. 200.32. RIGHT OF RECALL.

A. **Priority for Laid Off Workers.** An Employer shall make the offer to a Laid Off Worker, in writing, to the last known mailing address, electronic mail, and text message phone number, of any position which is or becomes available after the effective date of this article for which the Laid Off Worker is qualified. A Laid Off Worker is qualified – and must be offered a position in the order of priority below – if the Laid Off Worker: (1) held the same or similar position at the same site of employment at the time of the Laid Off Worker's most recent separation from active service with the Employer; or (2) is or can be qualified for the position with the same training that would be provided to a new worker hired into that position. If more than one Laid Off Worker is entitled to preference for a position, the Employer shall offer the position to the Laid Off Worker with the greatest Length of Service in (1) and then (2) with the Employer at the employment site.

B. **Time Limit.** A Laid Off Worker who is offered a position pursuant to this article shall be given no less than five (5) business days in which to accept or decline the offer.

SEC. 200.33. ENFORCEMENT.

A. A Laid Off Worker may bring an action in the Superior Court of the State of California against an Employer for violations of this article and may be awarded:

1. Hiring and reinstatement rights pursuant to this article.
2. All actual damages (including, but not limited to, lost pay and benefits) suffered by the Laid Off Worker and for statutory damages in the sum of \$1,000, whichever is greater.
3. Punitive damage, pursuant to California Civil Code Section 3294.
4. The court shall award reasonable attorneys' fees and costs to a Laid Off Worker who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Worker's lawsuit was frivolous.

B. A civil action by a Laid Off Worker alleging a violation of any provision of this article shall commence only after the following requirements have been met:

1. The Laid Off Worker provides written notice to the Employer of the provisions of the article alleged to have been violated and the facts to support the alleged violation; and
2. The Employer is provided 15 days from receipt of the written notice to cure any alleged violation.

C. Notwithstanding any provision of this Code, or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

SEC. 200.34. EXEMPTION FOR COLLECTIVE BARGAINING AGREEMENT.

A collective bargaining agreement in place on the effective date of this article that contains a right of recall provision shall supersede the provision this article. When the collective bargaining agreement expires or is otherwise open for renegotiation, the provisions of this article may only be waived if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. If a collective bargaining agreement is in place on the effective date of this article but the agreement does not include a right of recall provision, this article applies. A collective bargaining agreement may be amended at any time to explicitly waive with clear and unambiguous terms the provisions of this article.

SEC. 200.35. NO WAIVER OF RIGHTS.

Except for a collective bargaining agreement provision made pursuant to Section 200.34, any waiver by a worker of any or all provisions of this article shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by an Employer to a worker to waive rights given by this article shall constitute a violation of this article.

SEC. 200.36. SEVERABILITY.

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council hereby declares that it would have adopted this article and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional.

SEC. 200.37. REPORT.

Before March 1, 2022, the Chief Legislative Analyst shall report to the City Council and Mayor on the effectiveness of the provisions of this article in protecting workers' stability of employment, recommendations for additional protections that further the intent of this article, and whether the provisions of the article are still necessary based on the City's recovery from the impacts of the COVID-19 pandemic.

SEC. 200.38. RETALIATORY ACTION PROHIBITED.

No Employer shall discharge, reduce in compensation, or otherwise discriminate against any worker for opposing any practice proscribed by this article, for participating

in proceedings related to this article, for seeking to exercise his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

SEC. 200.39. RULES AND REGULATIONS

The Office of Wage Standards of the Bureau of Contract Administration shall promulgate Rules and Regulations that will be updated when necessary consistent with this article for further clarification of the provisions of this article. The Rules and Regulations shall be posted on the WagesLA.lacity.org website.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
DAVID MICHAELSON
Chief Assistant City Attorney

Date 4/27/20

File No. CF 20-0147-S15; 20-0147-S35; 20-0147-S42

M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\LAMC 200.30 - Revised COVID-19 RIGHT OF RECALL 4.27.20.docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed 04/29/2020

Approved 05/03/2020

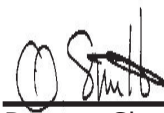
Ordinance Effective Date: 06/14/2020
Council File No.: 20-0147-S15, 20-0147-S35,
20-0147-S42

DECLARATION OF POSTING ORDINANCE

I, **Ottavia Smith** state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. **186602** - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **04/29/2020**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, I conspicuously posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records beginning on **05/04/2020** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.



Deputy Clerk

Date: 05/04/2020

Ordinance Effective Date: 06/14/2020

Council File No.: 20-0147-S15, 20-0147-S35, 20-0147-S42



Agenda Report

20-724

Agenda Date: 10/13/2020

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report on the Audited Santa Clara Stadium Authority Fiscal Year 2019/20 Annual Financial Statements [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

BACKGROUND

The Santa Clara Stadium Authority (Stadium Authority), the Stadium Funding Trust, and Goldman Sachs Bank USA entered into a Credit Agreement on June 19, 2013. Section 5.1(a) of the Credit Agreement requires that the Stadium Authority Annual Financial Statements be audited by independent certified public accountants within 180 days after the end of each fiscal year. On June 11, 2019, the Stadium Authority entered into a professional services agreement with KPMG, LLP (KPMG) to perform the annual financial audit of the Stadium Authority's Fiscal Year 2019/20 Annual Financial Statements.

The Annual Financial Statements include: (1) the Independent Auditors' Report which describes the auditors' responsibility and their opinion of the Financial Statements, (2) Management's Discussion and Analysis which provides an overall review of the Stadium Authority's financial activities, (3) the Basic Financial Statements, and (4) the Notes to the Financial Statements which have additional information pertaining to the Stadium Authority's operations and financial position.

The Audit Committee met with Stadium Authority and KPMG staff on September 24, 2020 to review the draft Stadium Authority Fiscal Year 2019/20 Annual Financial Statements. The role of the audit committee is to provide oversight of the Stadium Authority's financial reporting processes, internal controls and independent auditors. At this meeting Stadium Authority staff provided an overview of the Financial Statements and KPMG discussed the audit process and the audit results. The audit committee voted to accept the Financial Statements and recommended that the Stadium Authority note and file the report at the October 13, 2020 Joint Council and Authorities Concurrent and Stadium Authority Meeting. To allow for adequate time to review, the Financial Statements were posted to the Stadium Authority's website on September 29, 2020 at the following link:

<https://www.santaclaraca.gov/our-city/santa-clara-stadium-authority/financial-reports>
<<http://santaclaraca.gov/government/stadium-authority/financial-reports>>

The Financial Statements being discussed with this report cover the Stadium Authority's 2019/20 fiscal year, which spans from April 1, 2019 to March 31, 2020.

DISCUSSION

On September 25, 2020, KPMG completed the financial audit of the Stadium Authority which resulted in the issuance of the Stadium Authority Fiscal Year 2019/20 Annual Financial Statements (Attachment 1), Internal Controls and Compliance Letter (Attachment 2) as required per the Stadium Authority debt covenants, and Independent Auditors' Report (Attachment 3). KPMG expressed an

unmodified (i.e., “clean”) opinion on the Financial Statements. An unmodified opinion is when the auditor concludes that the financial condition, position, and operations are fairly presented, and the financial statements are free of material misstatements.

Key financial highlights for the fiscal year ended March 31, 2020 are as follows:

- The carrying value of Levi’s Stadium at March 31, 2020, net of depreciation, is \$732,686,832.
- During the fiscal year, there were 12 National Football League (NFL) games, 8 ticketed non-NFL events, and 79 smaller special events held at Levi’s Stadium.
- The Stadium Authority recognized \$83,937,765 in operating revenue and \$62,794,043 in operating expenses.
- Revenue from the non-NFL events totaled \$29,313,294 and the related expenses were \$32,054,308 resulting in net non-NFL event loss of \$2,741,014.
- Debt service payments during the fiscal year totaled \$30,143,428. Overall remaining outstanding debt was reduced by \$14,952,620.
- The City of Santa Clara (City) received \$355,000 for stadium ground rent, \$250,000 for senior and youth fees, and \$34,410 for parking fees at the Tasman lots, most of which came from the Stadium Authority.

At the September 24, 2020 Audit Committee meeting, KPMG provided a summary of the methodology used to review and validate the financial statements. The Audit Committee inquired further regarding the review of source documentation. KPMG confirmed that they review documentation sufficient to validate the audit process, including, for example, Ticketmaster reports and attendance reports from the National Football League.

It should be noted that Stadium Authority staff continues documentation review to validate the \$2.7 million non-NFL event loss. Results of this review will be brought to the Board as a separate report.

At the October 13, 2020 Stadium Authority Board meeting, Stadium Authority staff will be providing an overview of the Stadium Authority Fiscal Year 2019/20 Annual Financial Statements including key financial highlights for the quarter and fiscal year ended March 31, 2020.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Costs associated with the preparation of this report are included in the Stadium Authority Operating Budget.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel’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

Note and file the Santa Clara Stadium Authority Fiscal Year 2019/20 Annual Financial Statements.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Santa Clara Stadium Authority Financial Statements
2. Internal Controls and Compliance Letter
3. Independent Auditors' Report (Debt Compliance Letter)



SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

Financial Statements

March 31, 2020 and 2019

(With Independent Auditors' Report Thereon)

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

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Statements of Cash Flows	10
Notes to Financial Statements	11



KPMG LLP
Suite 1400
55 Second Street
San Francisco, CA 94105

Independent Auditors' Report

The Board of Directors
Santa Clara Stadium Authority:

Report on the Financial Statements

We have audited the accompanying financial statements of the Santa Clara Stadium Authority, a component of unit of the City of Santa Clara, California (the Stadium Authority), as of and for the years ended March 31, 2020 and 2019, and the related notes to the financial statements, which collectively comprise the Stadium Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Stadium Authority as of March 31, 2020 and 2019, and the respective changes in its financial position and cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.



Emphasis of Matter

As discussed in note 2 to the financial statements, the financial statements present only the Santa Clara Stadium Authority and do not purport to and do not present fairly the financial position of the City of Santa Clara, California as of March 31, 2020 and 2019, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles. Our opinion is not modified with respect to this manner.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis on pages 3–7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2020 on our consideration of the Stadium Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Stadium Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Stadium Authority's internal control over financial reporting and compliance.

KPMG LLP

San Francisco, California
September 25, 2020

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)
Management's Discussion and Analysis (Unaudited)
March 31, 2020 and 2019

The management's discussion and analysis of the Santa Clara Stadium Authority (Stadium Authority) provides an overall review of the Stadium Authority's financial activities for the fiscal years ended March 31, 2020 and 2019. The intent of this discussion and analysis is to look at the Stadium Authority's financial performance as a whole. Readers should review the discussion and analysis in conjunction with the basic financial statements, including the notes to the basic financial statements to enhance their understanding of the Stadium Authority's financial performance.

The Stadium Authority has elected to provide comparative financial statements to better assist the reader. The Stadium Authority's fiscal year runs from April 1 through March 31 to conform to the fiscal year of the Stadium Funding Trust (FinanceCo). The Stadium Authority is a Component Unit of the City of Santa Clara, California (City) whose fiscal year is July 1 through June 30.

The Stadium Authority exists as a public body, separate and distinct from the City. It was established to provide for development and operation of Levi's Stadium.

Financial Highlights

Key financial highlights for the fiscal year ended March 31, 2020 are as follows:

- The carrying value of Levi's Stadium at March 31, 2020, net of depreciation, is \$732,686,832.
- During the fiscal year, there were 12 National Football League (NFL) games, 8 ticketed non-NFL events, and 79 smaller special events held at Levi's Stadium.
- The Stadium Authority recognized \$83,937,765 in operating revenue and \$62,794,043 in operating expenses.
- Revenue from the non-NFL events totaled \$29,313,294 and the related expenses were \$32,054,308 resulting in net non-NFL event loss of \$2,741,014.
- Debt service payments during the fiscal year totaled \$30,143,428. Overall remaining outstanding debt was reduced by \$14,952,620.
- The assets of the Stadium Authority exceeded its liabilities by \$75,502,589 due to income from the operation of Levi's Stadium.
- The City received \$355,000 for stadium ground rent, \$250,000 for senior and youth fees, and \$34,410 for parking fees at the Tasman lots, most of which came from the Stadium Authority. Additionally, the City is required to be fully reimbursed for all of its administration and public safety costs by either the Stadium Authority for non-NFL events or Forty Niners SC Stadium Company LLC (StadCo) for NFL events.

Overview of the Financial Statements

This annual report consists of a series of financial statements and the notes to those statements. These statements are organized so the reader can understand the Stadium Authority as a financial whole. The basic financial statements provide both a short-term and long-term view of the Stadium Authority's financial activities and financial position.

The basic financial statements are comprised of the Statements of Net Position, the Statements of Revenues, Expenses, and Changes in Net Position, the Statements of Cash Flows, and the notes to the financial statements. The Statements of Net Position provide information about the financial position of the Stadium

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)
Management's Discussion and Analysis (Unaudited)
March 31, 2020 and 2019

Authority as a whole, including all of its long-term liabilities on the full accrual basis. The Statements of Revenues, Expenses, and Changes in Net Position provide information about all revenue and expenses. The Statements of Cash Flows provides information about cash activities for the period.

Financial Analysis of the Stadium Authority as a Whole

The Stadium Authority's net position at March 31, 2020, March 31, 2019, and March 31, 2018 is as follows:

	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2020 increase (decrease)</u>	<u>FY 2019 increase (decrease)</u>
Assets:					
Capital assets	\$ 734,131,303	750,710,634	766,171,940	(16,579,331)	(15,461,306)
Other assets	107,604,034	77,378,199	80,793,577	30,225,835	(3,415,378)
Total assets	<u>\$ 841,735,337</u>	<u>828,088,833</u>	<u>846,965,517</u>	<u>13,646,504</u>	<u>(18,876,684)</u>
Liabilities:					
Current unearned revenue	\$ 14,220,515	13,583,615	12,757,656	636,900	825,959
Other current liabilities	34,338,194	25,222,836	26,689,430	9,115,358	(1,466,594)
Long-term unearned revenue	408,765,985	400,819,874	393,727,571	7,946,111	7,092,303
Other long-term liabilities	308,908,054	328,320,220	370,966,621	(19,412,166)	(42,646,401)
Total liabilities	<u>\$ 766,232,748</u>	<u>767,946,545</u>	<u>804,141,278</u>	<u>(1,713,797)</u>	<u>(36,194,733)</u>
Net position:					
Net investment in capital assets	\$ 412,092,180	415,272,986	387,976,702	(3,180,806)	27,296,284
Restricted for:					
Debt service	19,791,856	19,884,752	24,565,822	(92,896)	(4,681,070)
Capital projects and other agreements	31,599,800	32,525,642	29,167,798	(925,842)	3,357,844
Unrestricted deficit	(387,981,247)	(407,541,092)	(398,886,083)	19,559,845	(8,655,009)
Total net position	<u>\$ 75,502,589</u>	<u>60,142,288</u>	<u>42,824,239</u>	<u>15,360,301</u>	<u>17,318,049</u>

Fiscal Year 2019-20 Analysis

Capital assets decreased when compared to the prior year by \$16,579,331 due to annual depreciation, offset by a small amount of current period equipment additions. Other assets also increased when compared to the prior year by \$30,225,835. This was due mainly to the net effect of increases in cash offset by a decrease in accounts receivable associated with the Bay Area Host Committee. Liabilities decreased by \$1,713,797 mainly due to principal prepayment of long-term debt, partly offset by an increase in unearned Stadium Builder License (SBL) revenue due to collection of SBL principal that is amortized over the life of the SBL. Other current liabilities increased by \$9,115,358 primarily due to an increase in accounts payable related to the Non-NFL events loss and an increase in accrued liabilities related to timing of a debt payment. Total net position for the Stadium Authority, as a whole, increased between March 31, 2019 and March 31, 2020 to \$75,502,589. This increase of \$15,360,301 is primarily due to an increase in total assets.

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Fiscal Year 2018-19 Analysis

Capital assets decreased when compared to the prior year by \$15,461,306 due to annual depreciation, offset by a small amount of current period construction activity. Other assets also decreased when compared to the prior year by \$3,415,378. This was due mainly to the net effect of decreases in cash that was used for debt service and decrease in Non-NFL event net receivable, offset by an increase in accounts receivable associated with naming rights payments. Liabilities decreased by \$36,194,733 mainly due to principal prepayment of long-term debt, partly offset by an increase in unearned Stadium Builder License (SBL) revenue due to collection of SBL principal that is amortized over the life of the SBL. Other current liabilities decreased by \$1,466,594 primarily due to a decrease in accounts payable and accrued liabilities. Total net position for the Stadium Authority, as a whole, increased between March 31, 2018 and March 31, 2019 to \$60,142,288. This increase of \$17,318,049 is primarily due to a decrease in total liabilities.

The Stadium Authority's revenues, expenses, and changes in net position for the fiscal years ended March 31, 2020, March 31, 2019, and March 31, 2018 are as follows:

	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2020 increase (decrease)</u>	<u>FY 2019 increase (decrease)</u>
Operating revenues	\$ 83,937,765	106,489,643	108,494,543	(22,551,878)	(2,004,900)
Operating expenses	<u>(62,794,043)</u>	<u>(85,090,624)</u>	<u>(90,111,222)</u>	<u>22,296,581</u>	<u>5,020,598</u>
Operating income	21,143,722	21,399,019	18,383,321	(255,297)	3,015,698
Nonoperating revenues	7,347,984	10,947,234	10,053,014	(3,599,250)	894,220
Nonoperating expenses	<u>(16,744,903)</u>	<u>(18,808,084)</u>	<u>(21,098,455)</u>	<u>2,063,181</u>	<u>2,290,371</u>
Income before contributions and other revenues	11,746,803	13,538,169	7,337,880	(1,791,366)	6,200,289
Contributions and other revenues	<u>3,613,498</u>	<u>3,779,880</u>	<u>3,544,564</u>	<u>(166,382)</u>	<u>235,316</u>
Increase in net position	15,360,301	17,318,049	10,882,444	(1,957,748)	6,435,605
Total net position – beginning of fiscal period	<u>60,142,288</u>	<u>42,824,239</u>	<u>31,941,795</u>	<u>17,318,049</u>	<u>10,882,444</u>
Total net position – end of fiscal period	<u>\$ 75,502,589</u>	<u>60,142,288</u>	<u>42,824,239</u>	<u>15,360,301</u>	<u>17,318,049</u>

Fiscal Year 2019-20 Analysis

Stadium Authority operating revenues decreased when compared with the prior year by \$22,551,878. This was mainly due to a decrease in Non-NFL events revenue, minimally offset by an increase in NFL Ticket Surcharge and amortization of SBL revenue. Operating expenses decreased by \$22,296,581 primarily due to a decrease Non-NFL events expenses and Stadium Manager Expenses. These decreases in operating expenses were offset by increases in SCSA General and Administrative costs, SBL Sales and Service expenses related to complimentary buffet for certain SBL holders and credit card fees on SBL collections.

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Nonoperating revenues decreased by \$3,599,250 due to an overall decrease in interest rates over the past year resulting in a decrease in bank interest revenue, lower SBL interest revenue and the one-time reimbursement of attorney fees in the prior year. Nonoperating expenses decreased by \$2,063,181. Significant prepayments were made on the Community Facilities District (CFD) Advance Loan and the StadCo Subordinated Loan in the prior year decreasing principal and resulting in lower interest expense.

Contributions and other revenues were \$3,613,498, a decrease of \$166,382 over the prior fiscal year. These represent special hotel tax revenues collected to pay the CFD Advance Loan.

Fiscal Year 2018-19 Analysis

Stadium Authority operating revenues decreased when compared with the prior year by \$2,004,900. This was mainly due to a decrease in Non-NFL events revenue, offset by an increase in stadium lease revenue. Operating expenses decreased by \$5,020,598 primarily due to a decrease in performance based rent expense and a decrease in credit card fees on Stadium Builders License collections due to a \$1.8 million true-up adjustment in fiscal year 2017-18. These decreases in operating expenses were offset by increases in Non-NFL event expenses.

Nonoperating revenues increased by \$894,220 due to an overall rise in interest rates over the past year resulting in an increase in bank interest revenue offset by lower SBL interest revenue associated with new SBL holders paying additional principal on their SBL financing agreements. Nonoperating expenses decreased by \$2,290,371. Significant prepayments were made on the Community Facilities District (CFD) Advance Loan and the StadCo Subordinated Loan in the current year resulting in lower interest expense.

Contributions and other revenues were \$3,779,880, an increase of \$235,316 over the prior fiscal year. These represent special hotel tax revenues collected to pay the CFD Advance Loan.

Capital Assets

The capital assets of the Stadium Authority are those which are used in the performance of the Stadium Authority's functions, including but not limited to infrastructure-related assets. These assets do not include StadCo's tenant improvements. At March 31, 2020, capital assets totaled \$734,131,303.

Further detail may be found in note 4 to the financial statements.

Debt Administration

At March 31, 2020, the Stadium Authority had total debt outstanding of \$325,264,603, as shown in detail in note 5 to the financial statements. Stadium Authority's debt was comprised of Stadium Funding Trust Term A loan of \$257,514,240, the CFD Advance Loan of \$28,832,979, and the StadCo Subordinated Loan of \$38,917,384.

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Economic and Financial Overview

Over the last few years, Silicon Valley has seen job growth that has outpaced the rest of the state. This growth has led to rising home prices and a significant increase in commercial and residential development, including several projects in the vicinity of Levi's Stadium. Major financial factors impacting the Stadium Authority are:

- In May 2013, a Naming Rights Agreement with Levi Strauss & Co. (Levi's) was approved. The name of the Stadium is "Levi's Stadium". The naming rights agreement calls for Levi's to pay a total of \$154.2 million to the Stadium Authority over a 20-year period. The agreement requires the Stadium Authority to hold at least 36 "Major Events" (with 25,000+ attendees) every three contract years. The Second Amendment to the Stadium Management Agreement states that ManagementCo would pay the Stadium Authority as liquidated damages the amount owed by the Stadium Authority to Levi's® in the event the required number of events is not met. As of March 31, 2020, the Stadium Authority has received \$40.6 million in naming rights revenue.
- Stadium Builders Licenses (SBLs) entitle the license holder to priority rights to buy tickets for events at Levi's Stadium. The total value of the currently active SBL holders' licenses is \$531.7 million. Through March 31, 2020, \$476 million in SBL principal payments have been collected since inception. This is due in part to a number of SBL holders paying off or prepaying a large portion of their SBL, and defaulted SBLs being resold at full price. In addition to SBL collections, the Stadium Authority has collected over \$58 million in interest from license holders who financed their SBLs since inception.
- The Stadium Authority generated \$24.8 million in lease revenue during the NFL season and a \$2.7 million net loss associated with hosting non-NFL events for the fiscal year ended March 31, 2020.
- The Stadium Authority collected a 10% surcharge on the price of admission to all NFL games during the year ending March 31, 2020, which totaled \$8.4 million. Also recognized during the fiscal year was \$735 thousand in non-NFL event ticket surcharge, which is calculated based on a \$4 per ticket surcharge for all ticketed non-NFL events.

Contacting the Stadium Authority's Financial Management

This financial report is designed to provide our residents, taxpayers, investors, and creditors with a general overview of the Stadium Authority's finances and to demonstrate the Stadium Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the City of Santa Clara Finance Department at 1500 Warburton Avenue, Santa Clara, CA 95050-3796.

SANTA CLARA STADIUM AUTHORITY
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Statements of Net Position

March 31, 2020 and 2019

Assets	2020	2019
Current assets:		
Cash	\$ 12,042,185	4,608,637
Restricted cash	28,336,800	25,796,929
Restricted cash with fiscal agent	48,143,407	26,613,465
Accounts receivable	7,545,407	8,822,933
Total current assets	<u>96,067,799</u>	<u>65,841,964</u>
Capital assets:		
Buildings, net	732,686,832	749,213,592
Machinery and Equipment, net	1,027,741	1,095,312
Construction in progress	416,730	401,730
Total capital assets	<u>734,131,303</u>	<u>750,710,634</u>
Long-term restricted cash with fiscal agent	<u>11,536,235</u>	<u>11,536,235</u>
Total noncurrent assets	<u>745,667,538</u>	<u>762,246,869</u>
Total assets	<u>\$ 841,735,337</u>	<u>828,088,833</u>
Liabilities		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 3,399,524	1,135,136
Interest payable	8,310,755	6,756,660
Due to other City of Santa Clara funds	288,775	75,490
Deferred rent, current portion	390,000	355,000
Term A loan payable, current portion	13,354,000	12,718,000
Subordinated loan payable, current portion	8,595,140	4,182,550
Unearned revenue, current portion	14,220,515	13,583,615
Total current liabilities	<u>48,558,709</u>	<u>38,806,451</u>
Deferred rent	5,592,591	5,003,547
Term A loan payable	244,160,240	257,548,412
CFD advance loan payable	28,832,979	30,925,978
Subordinated loan payable	30,322,244	34,842,283
Unearned revenue	408,765,985	400,819,874
Total noncurrent liabilities	<u>717,674,039</u>	<u>729,140,094</u>
Total liabilities	<u>\$ 766,232,748</u>	<u>767,946,545</u>
Net Position		
Net investment in capital assets	\$ 412,092,180	415,272,986
Restricted for:		
Debt service	19,791,856	19,884,752
Capital projects and other agreements	31,599,800	32,525,642
Unrestricted deficit	<u>(387,981,247)</u>	<u>(407,541,092)</u>
Total net position	<u>\$ 75,502,589</u>	<u>60,142,288</u>

See accompanying notes to financial statements.

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Statements of Revenues, Expenses, and Changes in Net Position

Years ended March 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating revenues:		
Charges for services	\$ 39,139,645	61,227,249
Rents and licensing	<u>44,798,120</u>	<u>45,262,394</u>
	<u>83,937,765</u>	<u>106,489,643</u>
Operating expenses:		
Leases	1,229,044	1,206,977
Materials, services and supplies	43,859,159	66,512,210
Selling, general, and administrative expenses	984,272	667,903
Depreciation	<u>16,721,568</u>	<u>16,703,534</u>
	<u>62,794,043</u>	<u>85,090,624</u>
Operating income	21,143,722	21,399,019
Nonoperating revenues (expenses):		
Interest revenue	6,923,643	8,667,016
Other revenue	424,341	2,280,218
Interest expense	<u>(16,744,903)</u>	<u>(18,808,084)</u>
Income before contributions and other revenues	11,746,803	13,538,169
Contributions and other revenues:		
Contribution from Community Facilities District	<u>3,613,498</u>	<u>3,779,880</u>
Increase in net position	15,360,301	17,318,049
Net position – beginning of period	<u>60,142,288</u>	<u>42,824,239</u>
Net position – end of period	<u><u>\$ 75,502,589</u></u>	<u><u>60,142,288</u></u>

See accompanying notes to financial statements.

SANTA CLARA STADIUM AUTHORITY
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Statements of Cash Flows

Years ended March 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Receipts from customers	\$ 49,843,568	72,635,581
Payments to suppliers	(43,167,398)	(69,586,355)
Rents and licensing received	43,657,115	44,175,336
Net cash provided by operating activities	<u>50,333,285</u>	<u>47,224,562</u>
Cash flows from noncapital financing activities:		
Increase in due to other City of Santa Clara funds	637,626	2,303,373
Net cash provided by noncapital financing activities	<u>637,626</u>	<u>2,303,373</u>
Cash flows from capital and related financing activities:		
Contribution from Community Facilities District	3,820,818	3,731,546
Acquisition and construction of capital assets	(158,882)	(1,421,523)
Principal payments on capital debt	(15,065,337)	(42,444,397)
Interest paid on capital debt	(15,078,091)	(19,121,277)
Net cash used in capital and related financing activities	<u>(26,481,492)</u>	<u>(59,255,651)</u>
Cash flows from investing activities:		
Interest and dividends	7,013,942	8,610,925
Net cash provided by investing activities	<u>7,013,942</u>	<u>8,610,925</u>
Net increase (decrease) in cash and restricted cash	31,503,361	(1,116,791)
Cash and restricted cash, beginning of period	68,555,266	69,672,057
Cash and restricted cash, end of period	\$ <u><u>100,058,627</u></u>	<u><u>68,555,266</u></u>
Reconciliation of operating income to cash provided by operating activities:		
Operating income	\$ 21,143,722	21,399,019
Depreciation	16,721,568	16,703,534
Change in operating assets and liabilities:		
Accounts receivable	979,907	2,403,012
Accounts payable and accrued liabilities	2,281,033	(1,858,309)
Unearned revenue	8,583,011	7,918,262
Deferred rent	624,044	659,044
Net cash provided by operating activities	\$ <u><u>50,333,285</u></u>	<u><u>47,224,562</u></u>

See accompanying notes to financial statements.

SANTA CLARA STADIUM AUTHORITY
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Notes to Financial Statements

March 31, 2020 and 2019

(1) Organization and Reporting Entity

(a) Organization

On June 8, 2010, residents of Santa Clara voted to adopt Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500-seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Santa Clara Stadium Authority to own, develop, construct, operate, and maintain the Stadium project. The City of Santa Clara, California (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Santa Clara Stadium Authority (Stadium Authority). The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. X1 26 (ABX1 26), which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26, and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.

(b) Financial Reporting Entity

As defined by U.S. generally accepted accounting principles (GAAP), the financial reporting entity consists of a primary government, as well as its component units, which are legally separate organizations for which the elected officials of the primary government are financially accountable. Financial accountability is defined as:

- 1) Appointment of a voting majority of the component unit's board and either (a) the ability to impose will by the primary government or (b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
- 2) Fiscal dependency on the primary government.

Based upon the application of these criteria, the Stadium Authority has no component units. However, the Stadium Authority is a component unit of the City because the Mayor and City Council serve as the Board of the Stadium Authority. The City Manager serves as the Executive Director. The debt which was incurred for the construction of the Stadium is the responsibility of the Stadium Authority. The City is not a party to the debt nor has the City guaranteed such debt.

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

The financial statements of the Stadium Authority have been prepared in conformity with GAAP, as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing government accounting and financial reporting principles. The Stadium Authority is included as an enterprise fund in the City's Comprehensive Annual Financial Report, and therefore, these financial statements do not purport to represent the financial position and changes in financial position of the City.

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Notes to Financial Statements

March 31, 2020 and 2019

(b) Basis of Accounting and Measurement Focus

The Stadium Authority reports its activities as a business-type activity. The financial statements include statements of net position, statements of revenues, expenses, and changes in net position, and statements of cash flows, and are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the statements of net position. Reported net position is segregated into three categories – net investment in capital assets, restricted and unrestricted. The statements of revenues, expenses, and changes in net position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which a liability is incurred.

Operating revenues are those revenues that are generated from the primary operations of the Stadium Authority. All other revenues are reported as nonoperating. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

(c) Year-End

An amendment was made to the JPA Agreement on November 13, 2012 in part to change the fiscal year of the Stadium Authority from a July 1 through June 30 fiscal year to an April 1 through March 31 fiscal year to conform with the fiscal year of Stadium Funding Trust.

(d) Cash, Restricted Cash, and Restricted Cash with Fiscal Agent

The Stadium Authority's cash is not pooled with the City but is held in separate bank and trust accounts.

(i) Composition of Cash, Restricted Cash, and Restricted Cash with Fiscal Agent

Cash, restricted cash, and restricted cash with fiscal agent at March 31, 2020 and 2019 consist of cash deposits in banks.

Restricted cash includes revenue that has not yet been transferred to Stadium Funding Trust accounts. On the 15th of the following month all revenue is swept into the Stadium Funding Trust accounts as required by the Deposit and Disbursement Agreement and becomes restricted cash with fiscal agent. It also includes cash dedicated to construction and the capital expenditure and operating reserve accounts.

Restricted cash with fiscal agent consists of stadium deposits pledged to a syndicate of lenders and deposits for stadium construction. The application of these deposits is restricted to fund stadium construction and Stadium Authority operations and debt service.

(ii) Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government

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Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its agent having a fair value of 105% to 150% of the Stadium Authority's cash on deposit. All of the deposits are either insured by the Federal Depositary Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

(e) Accounts Receivable

Accounts receivable are recorded in the Stadium Authority's accounts at the amounts that are contractually due. Accounts receivable include payments due from the Forty Niners Stadium Management Company, LLC (ManagementCo) as a result of the operations of non-National Football League (NFL) events held at the Stadium and the overpayment of stadium manager expenses. Naming Rights revenue due from Levi's Strauss & Co., special tax proceeds collected by the Community Facilities District (CFD) and not yet paid to Stadium Authority pursuant to the CFD Reimbursement Agreement, and other miscellaneous receivables are also included as accounts receivable in the statements of net position.

(f) Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair value on the date contributed. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets and is charged as an expense against operations.

	Useful lives (years)
Buildings	20–50
Machinery and equipment	3–25

The cost of maintenance, repairs, minor replacements, and renewals are charged to operations as incurred. Major replacements, renewals, and betterments are capitalized. Sales and retirements of depreciable property are recorded by removing the related cost and accumulated depreciation from the accounts. Gains or losses on sales and retirements of property are reflected in the statements of revenues, expenses, and changes in net position.

Interest is capitalized on construction in progress in accordance with applicable guidance.

(g) Unearned Revenue and Revenue Recognition

Stadium Builder License (SBL) proceeds and payments received for other license agreements are initially recorded as unearned revenue and are recognized as revenue over the term of the contracts. Rental income is recognized as revenue on a straight-line basis over the term of the Stadium Lease (note 6(b)).

Non-NFL event revenue, NFL ticket surcharge, non-NFL ticket surcharge, and other operating revenues are recognized as they are earned.

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Notes to Financial Statements

March 31, 2020 and 2019

(h) Risk Management

Per the terms of the Stadium Lease, during operations, the Forty Niners SC Stadium Company LLC (StadCo) procures insurance and the Stadium Authority pays a proportionate share to StadCo. The Fairly Group is the insurance broker for Stadium operations.

(i) Income Taxes

The Stadium Authority falls under the purview of Internal Revenue Code, Section 115 and corresponding California Revenue and Taxation Code provisions. As such, it is not subject to federal or state income taxes.

(j) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(3) Stadium Development

(a) Transaction Overview

During fiscal year 2011-12, the Stadium Authority and StadCo entered into a series of agreements in connection with the construction of the Stadium. The Stadium was constructed and is owned by the Stadium Authority; certain tenant improvement components are owned by StadCo. Construction on the Stadium began in April 2012 and it was substantially completed in July 2014, in time for the 2014 NFL season.

The City owns the land on which the Stadium was constructed. The City has leased the land to the Stadium Authority under a ground lease, and the Stadium Authority has leased the Stadium to StadCo for the six-month period from August through January (the NFL season) of each year, for an initial lease term of 40 years. The stadium lease commenced in August 2014 upon substantial completion of construction.

The Stadium Authority retained a design-build firm to complete the design and construction of the Stadium pursuant to a guaranteed maximum price contract. The Stadium Authority was generally responsible for amounts due to the design-builder, except that StadCo was responsible for payment of costs of tenant improvements. StadCo acted as construction agent for the Stadium Authority, with primary responsibility for administering the design-build contract.

The Stadium Authority and StadCo have engaged ManagementCo, an affiliate of StadCo, to manage the Stadium on a year-round basis. The Stadium Management Agreement has an initial term of 25 years, plus a 15-year renewal option. The Stadium Authority pays ManagementCo for services related to its operations on behalf of the Stadium Authority. The amount of Shared Expenses incurred for the year ending March 31, 2019 was \$7.06 million. For the year ending March 31, 2020, ManagementCo charged the Stadium Authority \$8.18 million in Shared Expenses, \$9.74 million in Other Operating and Management Expenses, which includes \$109,436 in financing costs, and

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March 31, 2020 and 2019

\$271,398 in Capital Expenses. Due to concerns over violations of State laws, including but not limited to, California's Prevailing Wage statutes and regulations of the California Department of Industrial Relations regarding ManagementCo's procurement process, the Stadium Authority partially suspended payments to ManagementCo starting in June 2019. As certain expenses billed by ManagementCo could not be validated, the Stadium Authority only recognized \$1.42 million in Shared Expenses and \$8.20 million in Other Operating and Management Expenses as of March 31, 2020. The remaining balance billed by ManagementCo, offset by a prior year true-up of \$442,783, of \$7,866,051 is currently being disputed (see footnote 7b).

(b) Construction Funding

Funding for construction of the Stadium, excluding tenant improvements funded by StadCo, falls into three major categories: an initial construction loan from a bank syndicate, which was refinanced during 2013 as described below; funding from the StadCo Subordinated Loan; and construction period and other revenues.

(i) Stadium Construction Loan Facility

The initial financing included a delayed draw term loan facility (the Construction Facility) provided by a syndicate of banks (the Lenders) to Stadium Funding Trust (FinanceCo). FinanceCo, a Delaware statutory trust, entered into the Construction Facility with the Lenders and then issued a loan facility to the Stadium Authority in the amount of \$450 million (the Authority Loan). The Construction Facility had a maturity date of September 1, 2015. In June 2013, FinanceCo and the Stadium Authority refinanced the Construction Facility, resulting in FinanceCo paying off the Construction Facility and entering into a new debt structure that includes 26-year fixed rate notes and a delayed draw 5-year loan facility. FinanceCo then issued a new loan facility to the Stadium Authority in the amount of \$450 million. The Stadium Authority's loan facilities are discussed in note 5.

(ii) StadCo Subordinated Loan

In March 2012, StadCo agreed to loan the Stadium Authority up to \$500 million (the Subloan) to be used for the construction of Levi's Stadium. During the refinance process in June 2013, the interest rate on the Subloan was fixed and part of the then outstanding Subloan was paid down. The Subloan is discussed in note 5.

(iii) Construction Period and Other Revenues

Certain revenues were collected by the Stadium Authority while the Stadium was under construction. These construction period and other revenues primarily consist of SBL and Naming Rights revenues collected by the Stadium Authority.

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

Notes to Financial Statements

March 31, 2020 and 2019

(4) Capital Assets

Capital asset activity for the year ended March 31, 2020 was as follows:

	Balance March 31, 2019	Additions	Reductions	Balance March 31, 2020
Nondepreciable assets:				
Construction in progress	\$ 401,730	15,000	—	416,730
Total nondepreciable assets	401,730	15,000	—	416,730
Capital assets being depreciated:				
Buildings	826,227,888	—	—	826,227,888
Machinery and equipment	1,815,697	127,237	—	1,942,934
Less accumulated depreciation for:				
Buildings	(77,014,296)	(16,526,760)	—	(93,541,056)
Machinery and equipment	(720,385)	(194,808)	—	(915,193)
Net depreciable assets	750,308,904	(16,594,331)	—	733,714,573
Net capital assets	\$ 750,710,634	(16,579,331)	—	734,131,303

Capital asset activity for the year ended March 31, 2019 was as follows:

	Balance March 31, 2018	Additions	Reductions	Balance March 31, 2019
Nondepreciable assets:				
Construction in progress	\$ 251,799	401,730	(251,799)	401,730
Total nondepreciable assets	251,799	401,730	(251,799)	401,730
Capital assets being depreciated:				
Buildings	825,341,531	886,357	—	826,227,888
Machinery and equipment	1,609,757	205,940	—	1,815,697
Less accumulated depreciation for:				
Buildings	(60,507,084)	(16,507,212)	—	(77,014,296)
Machinery and equipment	(524,063)	(196,322)	—	(720,385)
Net depreciable assets	765,920,141	(15,611,237)	—	750,308,904
Net capital assets	\$ 766,171,940	(15,209,507)	(251,799)	750,710,634

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March 31, 2020 and 2019

Interest cost incurred during the years ended March 31, 2020 and 2019 totaled \$16,744,903 and \$18,808,084, respectively. No interest was capitalized.

(5) Long-Term Debt

(a) Long-Term Debt Summary

Changes in long-term debt for the year ended March 31, 2020 consisted of the following:

Type of indebtedness	Issue date	Due date	Interest rates	Outstanding as of March 31, 2019	Additions	Reductions	Outstanding as of March 31, 2020	Amounts due within one year
Business type activity debt:								
Stadium Funding Trust								
Loan:								
Term A Loan	6/19/2013	4/1/2039	5.00 %	\$ 270,266,412	—	(12,752,172)	257,514,240	13,354,000
StadCo CFD Advance	4/1/2013	12/31/2054	5.73	30,925,978	112,717 ⁽¹⁾	(2,205,716)	28,832,979	—
StadCo Subordinated Loan	3/28/2012	3/31/2043	5.50	39,024,833	—	(107,449)	38,917,384	8,595,140
Total				\$ 340,217,223	112,717	(15,065,337)	325,264,603	21,949,140

⁽¹⁾ The addition to the StadCo CFD Advance is interest being added to principal due to the timing of the quarterly payments. (see note 5(c)).

Changes in long-term debt for the year ended March 31, 2019 consisted of the following:

Type of indebtedness	Issue date	Due date	Interest rates	Outstanding as of March 31, 2018	Additions	Reductions	Outstanding as of March 31, 2019	Amounts due within one year
Business type activity debt:								
Stadium Funding Trust								
Loan:								
Term A Loan	6/19/2013	4/1/2039	5.00 %	\$ 282,794,108	—	(12,527,696)	270,266,412	12,718,000
StadCo CFD Advance	4/1/2013	12/31/2054	5.73	32,834,885	—	(1,908,907)	30,925,978	—
StadCo Subordinated Loan	3/28/2012	3/31/2043	5.50	67,032,627	—	(28,007,794)	39,024,833	4,182,550
Total				\$ 382,661,620	—	(42,444,397)	340,217,223	16,900,550

(b) Stadium Funding Trust Loan

The Restated Credit Agreement by and among FinanceCo, the Stadium Authority and Goldman Sachs Bank was entered into on June 19, 2013. FinanceCo agreed to loan the Stadium Authority up to \$450 million. Under the Restated Credit Agreement, the loan from FinanceCo consists of the Term A Loan and the Term B Loan. On March 31, 2016, the Stadium Authority paid the remaining amount due on the Term B Loan.

(i) Term A Loan

The Term A Loan was made in the amount of \$282.79 million. This loan bears interest at a fixed rate of 5%, payable semi-annually, with annual principal payments due beginning in April 2018. It has a maturity date in 2039 and is subject to certain prepayment premiums. The loan was fully drawn at closing. As of March 31, 2020, \$257.5 million was outstanding.

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March 31, 2020 and 2019

(c) StadCo CFD Advance

In May of 2010, the City completed the proceedings to establish CFD for the purpose of financing certain publicly owned facilities and public services associated with the Stadium.

On June 11, 2013, the CFD, the Stadium Authority, and StadCo entered into a Reimbursement Agreement under which the CFD would agree to reimburse the Stadium Authority for costs of the publicly owned facilities and public services constructed for the Stadium. The reimbursement can only be made from the special tax generated by the CFD, as and when received by the CFD.

StadCo has agreed to advance to the Stadium Authority funds to pay for the CFD Infrastructure (StadCo CFD Advance). To evidence the Stadium Authority's obligation to repay the StadCo CFD Advance, the Stadium Authority and StadCo also executed a note on June 11, 2013. The StadCo CFD Advance has a maximum principal of \$38 million and an interest rate of 5.73%.

During the year ended March 31, 2020, as the special CFD tax was submitted to the Stadium Authority, a number of payments were made on the StadCo CFD Advance. StadCo CFD Advance payments were made mid-way through each quarter. The interest that accrued between the last StadCo CFD Advance payment and the end of the year is added to principal. These payments totaled \$3.8 million, which included \$1.6 million in interest and \$2.2 million in principal. As of March 31, 2020 and 2019, \$28.83 million and \$30.93 million was outstanding respectively, which includes \$112.7 thousand million of interest added to principal as of March 31, 2020.

(d) StadCo Subordinated Loan

The Restated StadCo Obligations Agreement dated as of June 19, 2013 was entered into by and between StadCo and the Stadium Authority as part of the take-out financing process. Under the Restated StadCo Obligations Agreement, StadCo will loan the Stadium Authority an amount not to exceed \$500 million with a fixed 5.50% interest rate. Required principal repayments started in March 2016 and the Stadium Authority may prepay the loan at any time.

Payments totaling \$375 thousand were made on the loan. This included a \$107 thousand principal prepayment and \$268 thousand in interest. As of March 31, 2020 and 2019, \$38.9 million and \$39.02 million, respectively, was outstanding.

(e) Management Company Revolving Loan

The Management Company Revolving Loan dated as of March 28, 2012 was entered into by and between the Stadium Authority and ManagementCo. The Management Company Revolving Loan provides borrowing to the Stadium Authority in an amount not to exceed \$25 million through the earlier of the end of the term of the Stadium Lease or the expiration of the Stadium Management Agreement, with interest at the prime rate payable quarterly. The Management Company Revolving Loan may be used solely for the purpose of enabling the Stadium Authority to pay Covered Stadium Authority Operating Expenses (as defined in the agreement) to the extent, and only to the extent, that funds are not otherwise available.

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On July 3, 2019, ManagementCo began issuing certificates of loan to the Stadium Authority under the Management Company Revolving Loan in accordance with Sections 5.2 and 5.3 of the Stadium Management Agreement. The Management Agreement engages ManagementCo for services rendered related to its operations on behalf of the Stadium Authority. The Management Company Revolving Loan may be used solely for the purpose of enabling the Stadium Authority to pay covered Stadium Authority operating expenses, as defined in the agreement, to the extent, and only to the extent, that funds are not otherwise available. During fiscal year 2019-20, certain operating expenses have come into question by the Stadium Authority and as such, were withheld from payment to ManagementCo (see footnote 3a). The Stadium Authority formally notified ManagementCo of the suspension in May 2019, however, ManagementCo acted independently and triggered the loan provision in order to provide monies for the payment of operating expenses not paid to date by the Stadium Authority. As of March 31, 2020, the total amount drawn by ManagementCo is \$6,300,653, which is currently under litigation (see footnote 7b).

(f) Long-Term Debt Maturities

Future principal and interest amounts due on long-term debt are as follows as of March 31, 2020:

	<u>Principal</u>	<u>Interest</u>
Year ending March 31:		
2021	\$ 21,949,140	14,348,468
2022	18,677,282	13,174,635
2023	19,634,322	12,182,445
2024	20,640,446	11,139,372
2025	12,766,322	10,489,398
Thereafter	231,597,091	136,717,373
Total	<u>\$ 325,264,603</u>	<u>198,051,691</u>

(6) Leases

(a) Ground Lease

On February 28, 2012, the Stadium Authority entered into a lease (the Ground Lease) with the City whereby the City leases the Stadium site to the Stadium Authority. The Ground Lease was amended on June 19, 2013.

The Ground Lease has an initial term of 40 years. The first lease year commenced on the first day following the substantial completion of construction (August 1, 2014) and ended on the next following March 31. The subsequent lease years will start on April 1 and end on the following March 31. The Stadium Authority will have five successive extension options, each four years in duration, which would commence following the initial term expiration date.

The Ground Lease provides that the City will receive a fixed ground rent (Fixed Ground Rent) of \$180 thousand for the first year of Stadium operations payable by the Stadium Authority. Beginning in the second year of Stadium operations and annually thereafter through the tenth year of Stadium

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operations, the Fixed Ground Rent will increase annually by \$35 thousand. Beginning in the 11th year of Stadium operations, Fixed Ground Rent will be increased to equal \$1 million, and thereafter will be increased by \$100 thousand every five years through the end of the initial term of the Ground Lease. If the term of the Ground Lease is extended, then, during the first extension term, the Fixed Ground Rent will equal \$1.58 million; and if and to the extent the Ground Lease is further extended, the Fixed Ground Rent will be increased by \$80 thousand every four years thereafter through the expiration of the term of the Ground Lease. While the Fixed Ground Rent payments vary over the course of the Ground Lease, Ground Lease expense is recorded on a straight-line basis. Therefore \$979 thousand of ground lease expense was reported in each of the fiscal years ended March 31, 2020 and 2019.

The Ground Lease also provides that the City will receive a performance-based rent equal to 50% of the net income from non-NFL events, less certain credits including 50% of the Fixed Ground Rent, payable by the Stadium Authority. If certain of the credits are not used within the year incurred or the next five succeeding years, the credits will expire.

Future minimum payments due under the lease are as follows:

Year ending March 31:		
2021	\$	390,000
2022		425,000
2023		460,000
2024		495,000
2025		1,000,000
Thereafter		<u>36,500,000</u>
	\$	<u>\$ 39,270,000</u>

(b) Stadium Lease

On March 28, 2012, the Stadium Authority entered into a lease with StadCo whereby the Stadium Authority leases the Stadium to StadCo. On June 19, 2013, the same parties entered into an Amended and Restated Stadium Lease Agreement (the Stadium Lease).

The Stadium Lease has an initial term of 40 years commencing on the first day following the substantial completion of construction (August 1, 2014) and includes five successive options to extend the term by four years each. The Stadium Lease is divided into two seasons:

- The Tenant Season, which includes the NFL season (including preseason, regular season, and postseason NFL games) and runs from August 1 through January 31; and
- The Stadium Authority Season, which runs from February 1 through July 31.

Pursuant to the Stadium Lease, the Stadium Authority and StadCo will be entitled to receive and collect separate revenues. Initially, rent payable by StadCo to the Stadium Authority was \$24.5 million per year. This amount was established pursuant to the Stadium Lease in connection with the take-out financing, which occurred on June 19, 2013. The Stadium Lease allowed for one opportunity to adjust

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the rent if operating or debt service expenses are either more or less than projected in determining the initial rent. Based on the changes to the projected operating and debt service expenses, the provisions for a one-time rent adjustment were triggered. At the Stadium Authority Board (Board) meeting held on March 22, 2016, the Board decided not to adjust the rent, and instead passed a motion to pursue the informal dispute resolution procedures and to proceed to the arbitration process if necessary. Thereafter, on May 3, 2016, StadCo filed for arbitration with the Stadium Authority.

On June 18, 2018, the arbitrator entered an Arbitration Award in favor of the Stadium Authority and against StadCo. This award adjusted the facility rent from \$24.5 million to \$24.76 million, an increase of \$262,000. This increase is retroactive to the first lease year resulting in a total amount owed to the Stadium Authority of \$1.31 million for the first five lease years, through March 31, 2020. In addition to the adjustment to the facility rent, the Stadium Authority was entitled to reimbursement of its legal fees, determined by the arbitrator to be \$2.28 million. The lease also provides for a fair market rent adjustment in year 33.

The Stadium Authority received \$24.8 million and \$25.8 million in stadium rent from StadCo in each of the fiscal years ended March 31, 2020 and 2019, respectively.

The Stadium Authority may elect to expand the Tenant Season to consist of the entire lease year, from April 1 through the next succeeding March 31 (Stadium Authority Put Right), by delivering written notice to StadCo. The Stadium Authority Put Right may be exercised at any time during lease year 13, or at any time that the Management Company Revolving Loan balance exceeds \$20 million. The expansion of the Tenant Season will be effective as of the applicable Tenant Season Expansion Date as set forth in the Stadium Lease. Effective from and after the Tenant Season Expansion Date, and continuing through the remainder of the Stadium Lease term, the Tenant Season will consist of the entire lease year.

(7) Contingencies

(a) Asset Retirement Obligation

Pursuant to the Ground Lease, the Stadium Authority may be required to demolish the Stadium and other improvements at the end of the lease term, upon written notice from the City. Pursuant to the Stadium Lease, the Stadium Authority will establish reserves to fund the cost of demolishing the stadium at the end of the lease term. While such reserves are projected to cover the entire demolition cost, StadCo will be responsible for funding any shortfall.

(b) ManagementCo Expense Litigation

On June 13, 2019, the Stadium Authority partially suspended payments to ManagementCo for Operating and Management Expenses and Shared Expenses incurred by ManagementCo due to its continued procurement violations of State laws. The Stadium Authority was concerned with releasing public funds to ManagementCo while it continued to violate State laws. StadCo and ManagementCo have initiated arbitration proceedings to dispute the Stadium Authority's position. Since the Stadium Authority has reasonable justification for the suspension and the case is still under litigation, the Stadium Authority does not recognize the suspended payments as an expense as of March 31, 2020.

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On July 3, 2019, ManagementCo, acting independently, began issuing certificates of loan to the Stadium Authority under the Management Company Revolving Loan in accordance with Sections 5.2 and 5.3 of the Stadium Management Agreement to pay for the suspended Shared Expenses of approximately \$6,634,000, which covers expenses from June 2019 thru February 2020. The draw incurred \$109,436 in interest expense and increased the Management Company Revolving Loan balance amount to \$6,300,653 in principal and interest for fiscal year 2019-20 (see footnote 5e).

In addition to drawing from the Management Company Revolving Loan, ManagementCo charged the Stadium Authority \$544,000 for March 2020's Shared Expenses, \$750,000 in Lender and Administrative Fees, and \$ 271,398 in Capital Expenditures.

(c) Historical SBL Buffet Costs

On April 30, 2020, the Stadium Authority received an invoice in the amount of \$4,388,709 for previously un-billed "complimentary" buffet costs associated with certain SBL holders for the NFL seasons from 2014 thru 2018. On May 13, 2020, the Stadium Authority issued a response letter disputing the newly-billed costs citing that the costs were not presented in a reasonable manner relative to the financial planning and reporting requirements of the Lease Agreement and Stadium Management Agreement and there is no justification for delaying presentment and demand for payment. The invoices presented also lack sufficient supporting documentations in order to confirm the validity of the costs and charges under the Lease Agreement terms. StadCo and ManagementCo have initiated arbitration proceedings to dispute the Stadium Authority's position.

(8) Subsequent Events

On April 1, 2020, the Stadium Authority completed the Trust Excess Cash Flow funding instructions and provided it to the FinanceCo and StadCo to complete the year end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction specifically excluded payments to the Revolving Loan of \$6,300,653 because the Stadium Authority did not recognize this as an expense due to the fact that it is currently under litigation. StadCo deviated from the funding instructions and took the Excess Revenues from the distribution to pay off the Management Company Revolving Loan instead of paying down the StadCo Subordinated Loan that the Stadium Authority instructed. The Stadium Authority was informed of this deviation in a letter dated April 27, 2020. On May 18, 2020, the Stadium Authority notified StadCo and the Trust that the deviation is in direct contravention of the Stadium Authority's instructions to the Trustee with regards to the use of Excess Revenue. Subsequently, the Stadium Authority has recorded a receivable from StadCo for \$6,300,653.

On June 8, 2020, the ManagementCo invoiced the Stadium Authority the fiscal year 2019-20's net loss in non-NFL Events, which is approximately \$2.7 million. On September 23, 2020, the Stadium Authority notified ManagementCo's legal counsel that the Stadium Authority will withhold the \$2.7 million payment for the net loss in non-NFL Events. The Stadium Authority included this invoice amount into the current litigation with the ManagementCo and will resolve this net loss altogether in one litigation as it relates to disputed amounts. For the year ended March 31, 2020, the Stadium Authority recorded a liability for the \$2.7M; however, the payment to the ManagementCo is on hold until the issues have been resolved in the pending litigation.

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On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. As of September 25, 2020, the date the financial statements were available for issuance, the Stadium Authority cannot reasonably estimate the length or severity of this pandemic, or the extent to which the disruption may impact the Stadium Authority's statements of net position, results of operations, and cash flows in 2020.



KPMG LLP
Suite 1400
55 Second Street
San Francisco, CA 94105

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

The Board of Directors
Santa Clara Stadium Authority:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Santa Clara Stadium Authority, a component unit of the City of Santa Clara, California (the Stadium Authority) which comprise the statement of financial position as of March 31, 2020, and the related statements of revenues, expenses, and changes in net position and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 25, 2020.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Stadium Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



Purpose of this Report

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

KPMG LLP

San Francisco, California
September 25, 2020



KPMG LLP
Suite 1400
55 Second Street
San Francisco, CA 94105

Independent Auditors' Report

The Board of Directors
Santa Clara Stadium Authority:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by Comptroller General of the United States, the financial statements of Santa Clara Stadium Authority, a component unit of the City of Santa Clara, California (the Stadium Authority), which comprise the statements of net position as of March 31, 2020 and 2019, and the related statements of revenues, expenses, and changes in net position and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 25, 2020.

In connection with our audits, nothing came to our attention that caused us to believe that the Stadium Authority failed to comply with the terms, covenants, provisions, or conditions of Sections 5 to 6 of the Credit Agreement dated June 19, 2013, by and among the Stadium Authority, Stadium Funding trust, and Goldman Sachs Bank USA (as Administrative Agent), insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Stadiums Authority's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Credit Agreement, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the board of directors and management of Santa Clara Stadium Authority, Stadium Funding Trust, and Goldman Sachs Bank USA, and is not intended to be and should not be used by anyone other than these specified parties.

KPMG LLP

San Francisco, California
September 25, 2020



Agenda Report

20-725

Agenda Date: 10/13/2020

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on the Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020 [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

BACKGROUND

In Fiscal Year 2014/15 the Stadium Authority Board ("Board") requested that staff prepare quarterly Santa Clara Stadium Authority ("Stadium Authority") Financial Status Reports. These reports provide an update on the events held at Levi's Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara ("City").

This report differs from previous reports in that this is the first year the Non-NFL events have generated a loss. The Stadium Authority first learned of the final amount of the FY2019/20 net loss on June 8, 2020, when Stadium Authority staff received an email from the Vice President/Controller of ManagementCo requesting that the Stadium Authority fund the \$2.7 million loss. A summary of the Non-NFL events is provided below:

- 75% of Non-NFL ticketed events lose money or make zero revenue for the Stadium Authority. In total, six of eight events generated no revenue or operated at a loss to the Stadium Authority totaling \$2.8 million.
- Based on the Stadium Manager's management performance, on average, the Stadium Manager's actions assume that the Stadium Authority will subsidize a non-NFL event in the approximate amount of \$350,000.
- Two Non-NFL ticketed events were revenue generating, resulting in \$1.1 million revenue.

ManagementCo staff notified the Stadium Authority on July 15, 2020, that supporting documentation for the FY2019/20 Non-NFL event net loss was available. Staff was granted access to the Stadium to retrieve the documents on July 29, 2020. KPMG, the Stadium Authority external auditors, have performed procedures on select samples of Non-NFL event documentation. Because the sample selection is limited in nature, the Stadium Authority staff continues to perform a detailed review of the supporting documentation. It is unknown whether any or how much of these expenditures should have been appropriately included in the FY 2019/20 Shared Expenses budget to more accurately provide the Stadium Authority with better financial information when the budget was being deliberated. Any discrepancy, if found, will be brought forward to the Stadium Authority Board at a later date. In addition, because the Management Company does not provide gross revenues and expenses as part of the budget, these expenditures are budgeted in net revenues. This does not align with best budgeting practices for revenues and expenditures and prevents the ability of the Stadium Authority to have transparent or effective appropriation limits established through the budget

process. As a result, the increase in actual revenues and expenditures are not and could not have been known until a date significantly past the end of the fiscal year.

Last, the FY 2019/20 public safety costs for NFL and non-NFL costs totaled \$5.4 million and \$1.7 million, respectively. Of these amounts, the Stadium Manager has not reimbursed the City for NFL public safety costs in the amount of \$1 million. For public safety costs for non-NFL events, the Stadium Manager has not reimbursed the City in the amount of \$826,000.

DISCUSSION

The attached fourth quarter financial status report provides information covering the Stadium Authority's 2019/20 fiscal year, which runs from April 1, 2019 to March 31, 2020. The report summarizes National Football League ("NFL") and non-NFL event activity at Levi's Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

NFL Event Revenue and Expenses

Levi's Stadium hosted 12 NFL games in the Fiscal Year 2019/20 with a total of 804,000 tickets sold. This resulted in \$8.4 million in NFL ticket surcharge for the Stadium Authority and \$250,000 of Senior and Youth Program Fees for the City. Public safety costs for NFL games totaled \$5.4 million which is 81% higher than the prior fiscal year due to increases in negotiated salary and benefits costs for the various agencies providing public safety services as well as City costs for providing the appropriate level of public safety services for each game. In addition, the two playoff games contributed to the overall increase in public safety costs. Of these costs, \$3.9 million have been reimbursed to the City, \$0.5 million was offset by parking revenues, with \$1.0 million remaining unpaid and due to the City. The Tasman lot parking fee also generated \$34,000 for the City's General Fund.

Non-NFL Event Revenue and Expenses

The Stadium Authority held eight ticketed non-NFL event and 79 special events which are detailed in the report. The eight ticketed non-NFL events held in FY 2019/20 with an average net loss to the Stadium Authority of about \$350,000 per event. Out of a total of eight ticketed non-NFL events, six non-NFL ticketed events (75%) operated at a loss or generated no revenue for the Stadium Authority. Special Events (such as weddings, corporate events, birthday parties, etc.) generated the largest revenue for the Stadium Authority. Attachment 1 details a summary of ticketed non-NFL events revenues and expenditures for each event. Table 1 below summarizes revenue and expenditures for the eight ticketed events. Before allowing for adjustments, the eight ticketed events net loss totaled \$2.8 million, with the largest losses occurring in the third quarter of the fiscal year.

Table 1 - Summary of Revenue and Expenses for non-NFL Ticketed Events

In Millions \$

Ticketed Event	Revenue	Expense	Net
Monster Jam	\$ 1.6	\$ 2.0	\$ (0.4)
Bay Area Wedding Fair	0.0	0.0	0.0
USWNT vs South Africa	0.3	0.1	0.2
ICC: Chivas vs Benfica	1.2	1.5	(0.3)
Rolling Stones: No Filter Tour	11.4	10.5	0.9
High School Football Series	0.1	0.1	0.0
Pac-12 Championship	3.1	5.7	(2.6)
Redbox Bowl	4.6	5.2	(0.6)
Total Ticketed Non-NFL Net Revenue to date	\$ 22.3	\$ 25.1	\$ (2.8)

*Numbers may vary due to rounding

When comparing revenues and expenditures by event type (Table 2), non-NFL football continues to have the largest net revenue loss. The largest change between last fiscal year and FY 2019/20 fiscal year occurred in non-ticketed events with almost a \$900 thousand change year over year and the inclusion of \$1.2 million in Other Operating Expenses not attributable to specific events. Due to the overall \$2.7 million net loss, the City will not receive performance rent for FY2019/20. Because the projected amount of Performance Rent was included within original determinations of fair market rent to the City for the land, the reduction to zero this fiscal year results in a failure to pay adequate value for the use of City land. This is currently one of the issues that will be litigated in the declaratory relief lawsuit that the 49ers have filed against the Stadium Authority. In addition, because this issue is in litigation the payment of the \$2.7 million loss is not recommended at this time. It should be noted that this payment would require the approval by the Stadium Authority Board, along with an associated budget amendment.

In summary, the \$2.7 million loss resulted from money losing events, primarily related to non-NFL football events. The Pac-12 Championship alone accounted for the majority of the money-losing year-end performance with a loss of \$2.6 million. The Redbox Bowl lost approximately \$0.6 million. These two events accounted for \$3.4 million in net revenue losses to the Stadium Authority.

**Table 2 - Net Revenue for Non-NFL Events by Event Type Comparison
(FY 2018/19 to FY 2019/20)**

EVENT TYPE	2018/19			2019/20			Change	
	No. of Events	Net Revenue ⁽¹⁾	% of Total Net Revenue	No. of Events	Net Revenue ⁽¹⁾	% of Total Net Revenue	No. of Events	Net Revenue ⁽¹⁾
Ticketed Events								
Concerts	3	\$ 1,438,848	7739%	1	\$ 856,583	-31%	(2)	\$ (582,265)
Sporting events:								
Football (non-NFL)	4	(3,437,297)	-18489%	3	(3,170,926)	116%	-	266,371
Soccer	3	(267,981)	-1441%	2	(65,295)	2%	-	202,687
Miscellaneous events	2	(67,502)	-363%	2	(458,609)	17%	0	(391,107)
Subtotal Ticketed Events	12	\$ (2,333,932)	-12554%	8	\$ (2,838,247)	104%	(2)	\$ (504,315)
Subtotal Ticketed Events - Other Expenses ⁽³⁾		\$ -	0%		\$ (167,217)	6%		\$ (167,217)
Subtotal Remaining Non-NFL Events (weddings, corporate events, etc.)	100	\$ 2,352,523	12654%	79	\$ 1,492,331	-54%	(21)	\$ (860,192)
Subtotal Other Operating Expenses		\$ -	0%		\$ (1,227,881)	45%		\$ (1,227,881)
Total Non-NFL Net Revenue	112	\$ 18,591	100%	87	\$ (2,741,014)	100%	(23)	\$ (2,759,605)
Total Performance Rent paid to the General Fund ⁽²⁾		\$ -			\$ -			\$ -
Average General Fund Revenue per Ticketed Event		\$ -			\$ -			\$ -

⁽¹⁾ Does not include non-NFL ticket surcharge revenue

⁽²⁾ Performance Rent is calculated as 50% of the net revenue from Non-NFL events less performance-based credit of 50% of fixed ground rent.

⁽³⁾ Other Expenses not attributable to a specific event

From a review of revenue and expenses by category, as summarized in Table 3 below, revenue totaled \$29.3 million or \$21.7 million lower than FY 2018/19. This drop reflects fewer ticketed and special events, lower attendance at the events that were programmed, and the corresponding ancillary revenue associated with those events such as food and beverage and parking revenue. Revenue and expenditure information was provided by ManagementCo and a detailed review of the source documentation was not performed by the Stadium Authority as of the date of this report. Stadium Authority staff plan to perform a detailed review in the coming weeks. Furthermore, the categorization of the revenue and expense information is determined based on data provided by the ManagementCo. As such, it is difficult to determine sub-elements of each line item (e.g. Food and Beverage revenue is also assumed in Seating Bowl revenue).

Table 3 - Non-NFL Event Results by Category Comparison
(FY 2018/19 to FY 2019/20)

	2018/19 YTD Total	2019/20 YTD Total	Change	
			Amount	%
REVENUE:				
Seating Bowl	\$32,456,558	\$16,826,550	\$(15,630,008)	-48.16%
Ticket Master Fees	1,763,357	742,708	(1,020,650)	-57.88%
Suites	993,706	349,759	(643,947)	-64.80%
Food & Beverage	3,096,509	1,810,989	(1,285,519)	-41.52%
Parking	1,454,646	958,424	(496,222)	-34.11%
Sponsorship	524,800	662,800	138,000	26.30%
Merchandise	186,169	111,724	(74,445)	-39.99%
Miscellaneous ⁽¹⁾	10,545,558	7,850,340	(2,695,218)	-25.56%
Total Revenue	\$51,021,303	\$29,313,294	\$ (21,708,008)	-42.55%
EXPENSE:				
Public Safety/Security	\$ 3,556,963	\$ 2,781,540	\$ (775,423)	-21.80%
Utilities/Solid Waste	210,090	123,826	(86,264)	-41.06%
Parking	1,481,340	1,053,322	(428,019)	-28.89%
Food & Beverage - Ticketed Events	714,597	528,776	(185,821)	-26.00%
Food & Beverage - Special Events	4,955,338	4,052,646	(902,692)	-18.22%
Operations/Janitorial/Maintenance	5,501,936	3,913,217	(1,588,719)	-28.88%
Miscellaneous ⁽²⁾	34,582,448	19,600,981	(14,981,467)	-43.32%
Total Expense	\$ 51,002,712	\$ 32,054,308	\$ (18,948,404)	-37.15%
Total Non-NFL Net Revenue	\$ 18,591	\$ (2,741,014)	\$ (2,759,605)	-14843.62%

⁽¹⁾Includes special event revenue such as corporate events, weddings, holiday parties, etc.

⁽²⁾Includes rentals, fees & commissions, transportation, marketing, and other expenses

Stadium Builder Licenses (“SBLs”) account for 27% of the Stadium Authority’s annual revenue in FY 2019/20. Annual SBL proceeds amounted to \$26.2 million, 103% of what was budgeted. There is a total of 60,237 currently active SBLs which is 91% of the 65,879 total sellable SBL seats. The value of these SBLs amounts to \$531.7 million of which \$458.9 million has already been collected.

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Report. In summary, total operating revenues were \$97.8 million representing 133% of the overall budget for revenues. The primary reason that revenue is over budget is because non-NFL event revenue is recorded gross while the budget includes the revenue net of expenses. Total operating expenses were \$73.2 million or 100% of the budget. The debt service fund was able to pay down \$15 million in debt, bringing total Stadium Authority debt down to \$325.3 million. Lastly, capital expenses amounted to \$132,000 or 1% of the \$14.2 million budget. The main reasons that this is below budget are (1) there has been little activity on warranty work which makes up 11% of the CIP Budget, and (2) a number of projects are behind schedule due to the ManagementCo not following State procurement and prevailing wage laws so projects had to be halted.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Costs associated with the regular preparation of this report are included in the Stadium Authority 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 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 Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Ticketed Non-NFL Event Detail Summary
2. SCSA Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020

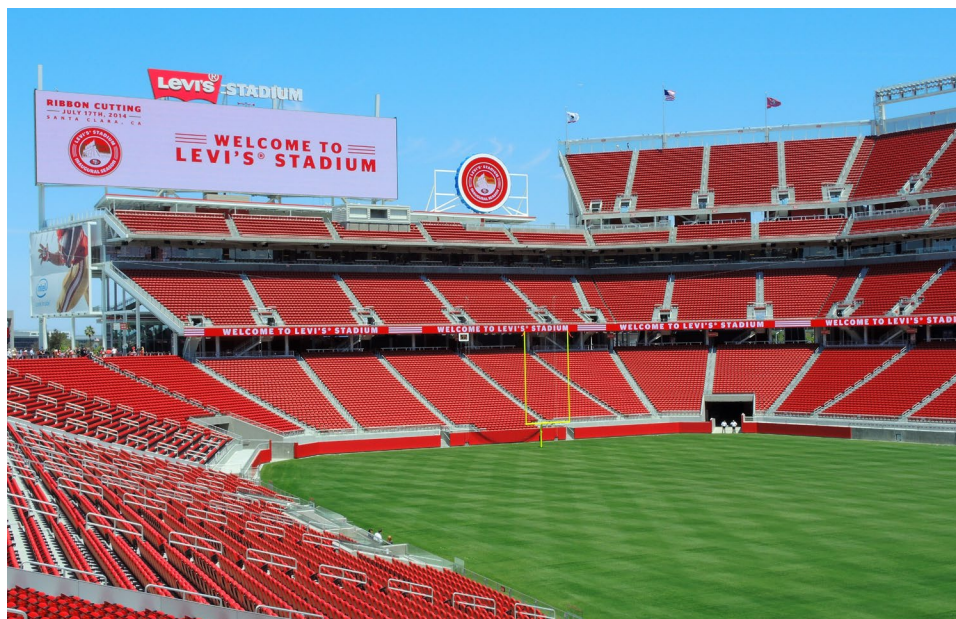
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SCSA

Santa Clara Stadium Authority

SANTA CLARA STADIUM AUTHORITY FINANCIAL STATUS REPORT

Fiscal Year Ending March 31, 2020



October 13, 2020

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Introduction

This Santa Clara Stadium Authority ("Stadium Authority") Financial Status Report provides information covering the fourth quarter of the Stadium Authority's 2019/20 fiscal year (FY) which ended on March 31, 2020. Comparative data from prior fiscal years is also included.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2019/20 financial statements were audited by an external audit firm and presented to the Stadium Authority's Audit Committee on September 24, 2020 and the Stadium Authority Board ("Board") on October 13, 2020. Once presented to the Stadium Authority Board, the financial statements as well as this report are published on the Stadium Authority's website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2019/20 budget was considered at a study session on March 19, 2019 and adopted by the Board on March 27, 2019.

Stadium Authority finances are structured so that the City of Santa Clara (City) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC ("ManagementCo") or the Stadium Authority are fully reimbursed with Stadium Authority funds.

Methodology

Information provided in this report was based in part on documentation submitted by ManagementCo. Specifically, NFL and Non-NFL event statistics and financial information relating to Stadium Manager expenses are provided by ManagementCo. However, it should be noted that Stadium Manager still refuses full access to the Stadium Authority's books and records. Stadium Authority staff is limited to a review of selected financial information submitted by ManagementCo, including some source documentation for Non-NFL events with attendance greater than 25,000. For all other financial information, a detailed review and/or audit of source documentation has not been conducted by the Stadium Authority for this report.

Non-financial statistical information was also provided by ManagementCo and, similarly, ManagementCo refuses to allow a detailed review and/or audit of source documentation to verify this information. The Stadium Authority has contracted with JS Held (formerly Hagen, Streiff, Newton, & Oshiro), a forensic accounting firm, to review and evaluate non-NFL event financial information from prior years, including source documentation. This report is expected in late Fall 2020. The FY2019/20 Non-NFL source documentation that was sampled by KPMG during the year-end audit in accordance with generally accepted auditing standards. In addition, the Stadium Authority is conducting its own review of the source documentation. The information provided reflects the best known and available at the time of the writing of this report and is subject to further revision when the full body of records becomes available and review is complete. Consequently, the Board's notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

NFL Events

This section provides year to date and comparative data for NFL games categorized as pre-season and regular season games.

The San Francisco Forty-Niners (“49ers”) played a total of twelve NFL games (two pre-season games, eight regular season games, and two playoff games) at Levi’s Stadium as of March 31, 2020. There was a total of 804,000 tickets sold to these NFL games, an average of 67,000 per game. This is up by 1,800 or 2.8% when compared to the same period in the prior fiscal year. The ticket sales resulted in \$8.4 million in NFL ticket surcharge revenue (10% of ticket sales) to the Stadium Authority. The average NFL ticket surcharge revenue was \$701,000 per game in the current year which is a decrease of \$107,000 or 13.2% from the same period in the prior fiscal year. This decrease can be attributed to the addition of two playoff games bringing down the average as the playoff games do not generate NFL ticket surcharge for SCSA. A total of \$250,000 of Senior and Youth Program Fees, which is based on \$0.35 per NFL ticket sold, were collected through the end of the fourth quarter of the fiscal year. These fees were transferred to the City’s General Fund in support of such programs.

A total of 81,000 cars were parked in the permitted offsite parking lots generating \$476,000 in offsite parking fees. The Tasman lot parking fee generated \$34,000 for the General Fund through the end of the fiscal year. The overall number of cars parked in the permitted offsite lots and the Tasman lots rose by an average of 1,200 cars per game or 20.4% when compared to the prior fiscal year.

There was \$5.4 million of NFL event public safety costs in the current reporting period which is an average of \$451,000 per game. This is up from the prior year average of \$299,000. Of the \$5.4 million NFL event public safety costs, \$3.8 million or 71% are direct City costs and \$1.6 million or 29% are outside agency costs. The City has received one invoice from an outside agency that does not reflect costs on a per game basis but rather a total for various games. A request has been made to the agency to provide costs by game. Approximately \$476,000 of the total NFL event public safety costs were covered by the offsite parking fees that were collected and the remaining was invoiced to ManagementCo. ManagementCo has reimbursed \$3.9 million of the public safety costs as of the end of August 2020, leaving an unpaid balance owed to the City of \$1 million of public safety costs related to FY2019/20 NFL events.

Statistics for the NFL games held at Levi’s Stadium in the 2019/20 fiscal year are shown in Table 1 and comparative data from all six years of operations can be found in Table 2. Additional detail has been added to Table 2 reflecting the entity that has reimbursed the Public Safety Costs to the City of Santa Clara.

Table 1
Levi's® Stadium
2019/20 NFL Event Statistics
As of March 31, 2020

	Game 1 vs Cowboys 08/10/19	Game 2 vs Chargers 08/29/19	Game 3 vs Steelers 09/22/19	Game 4 vs Browns 10/07/19	Game 5 vs Panthers 10/27/19	Game 6 vs Seahawks 11/11/19	Game 7 vs Cardinals 11/17/19	Game 8 vs Packers 11/24/19	Game 9 vs Falcons 12/15/19	Game 10 vs Rams 12/21/19	Game 11 vs Vikings 01/11/20	Game 12 vs Packers 01/19/20	Various NFL Games	2019/20 YTD Total
No. of Tickets Sold	62,160	58,048	64,561	67,890	66,755	69,326	67,722	69,481	68,794	67,994	70,283	70,510	-	803,524
NFL Ticket Surcharge	\$ 608,325	\$ 578,533	\$ 1,229,529	\$ 986,721	\$ 666,250	\$ 824,060	\$ 673,758	\$ 1,342,590	\$ 691,897	\$ 810,629	\$ -	\$ -	\$ -	\$ 8,412,291
Senior/Youth Program Fees	\$ 21,756	\$ 20,317	\$ 22,596	\$ 23,762	\$ 23,364	\$ 24,264	\$ 23,703	\$ 24,318	\$ 24,078	\$ 23,798	\$ 18,044	\$ -	\$ -	\$ 250,000
Cars Parked at Offsite Lots	5,076	4,239	7,263	6,367	7,232	7,096	7,415	7,107	6,576	6,589	8,358	8,083	-	81,401
City Offsite Parking Fee	\$ 29,695	\$ 24,798	\$ 42,489	\$ 37,247	\$ 42,307	\$ 41,512	\$ 43,378	\$ 41,576	\$ 38,470	\$ 38,546	\$ 48,894	\$ 47,286	\$ -	\$ 476,196
Cars Parked on Tasman Lots	444	463	578	624	586	620	639	610	551	636	551	580	-	6,882
City Tasman Lot Parking Fee	\$ 2,220	\$ 2,315	\$ 2,890	\$ 3,120	\$ 2,930	\$ 3,100	\$ 3,195	\$ 3,050	\$ 2,755	\$ 3,180	\$ 2,755	\$ 2,900	\$ -	\$ 34,410
Stadium Public Safety Costs	\$ 421,161	\$ 404,510	\$ 438,173	\$ 380,495	\$ 393,951	\$ 451,415	\$ 411,002	\$ 388,039	\$ 385,955	\$ 389,960	\$ 425,225	\$ 536,107	\$ 390,933	\$ 5,416,926
Less: Offsite Parking Fee Credit	\$ (29,695)	\$ (24,798)	\$ (42,489)	\$ (37,247)	\$ (42,307)	\$ (41,512)	\$ (43,378)	\$ (41,576)	\$ (38,470)	\$ (38,546)	\$ (48,894)	\$ (47,286)	\$ -	\$ (476,196)
Reimbursable Stadium Public Safety Costs	\$ 391,466	\$ 379,712	\$ 395,685	\$ 343,248	\$ 351,644	\$ 409,904	\$ 367,624	\$ 346,463	\$ 347,486	\$ 351,414	\$ 376,331	\$ 488,821	\$ 390,933	\$ 4,940,730
Amount Reimbursed	\$ 355,164	\$ 346,108	\$ 359,383	\$ 310,730	\$ 315,264	\$ 369,637	\$ 329,554	\$ 310,697	\$ 309,420	\$ 315,539	\$ 259,255	\$ 353,831	\$ -	\$ 3,934,580

Table 2
Levi's® Stadium
Historical NFL Event Statistics

	2014/15 Q4 Total	2015/16 Q4 Total	2016/17 Q4 Total	2017/18 Q4 Total	2018/19 Q4 Total	2019/20 Q4 Total
No. of NFL Events	10	10	10	10	10	12
No. of Tickets Sold	682,095	669,826	655,891	643,189	651,237	803,524
NFL Ticket Surcharge	\$ 8,366,290	\$ 8,273,378	\$ 8,175,462	\$ 7,806,190	\$ 8,076,510	\$ 8,412,291
Senior/Youth Program Fees	\$ 238,734	\$ 234,439	\$ 229,562	\$ 225,116	\$ 227,933	\$ 250,000
Cars Parked at Offsite Lots	90,024	57,166	67,740	54,107	56,390	81,401
City Offsite Parking Fee	\$ 442,918	\$ 290,403	\$ 354,958	\$ 293,260	\$ 317,476	\$ 476,196
Cars Parked on Tasman Lots	4,983	6,876	5,122	5,530	4,729	6,882
Cars Parked on Golf Course	23,306	20,090	-	-	-	-
City Tasman Lot and Golf Course Parking Fee	\$ 141,445	\$ 134,830	\$ 25,610	\$ 27,650	\$ 23,645	\$ 34,410
Stadium Public Safety Costs	\$ 2,455,404	\$ 2,437,902	\$ 3,084,850	\$ 2,633,295	\$ 2,994,735	\$ 5,416,926
Golf Course Public Safety Costs	\$ 180,766	\$ 81,210	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 2,636,170	\$ 2,519,111	\$ 3,084,850	\$ 2,633,295	\$ 2,994,735	\$ 5,416,926
Less: Offsite Parking Fee Credit	\$ (442,918)	\$ (290,403)	\$ (354,958)	\$ (293,260)	\$ (317,476)	\$ (476,196)
Reimbursable Stadium Public Safety Costs	\$ 2,193,252	\$ 2,228,708	\$ 2,729,892	\$ 2,340,035	\$ 2,677,259	\$ 4,940,730
Reimbursed by StadCo	\$ 1,437,848	\$ 1,558,806	\$ 1,556,550	\$ 2,340,035	\$ 2,677,259	\$ 3,934,580
Reimbursed by SCSA	\$ 755,404	\$ 669,902	\$ 1,173,342	\$ -	\$ -	\$ -
Total Amount Reimbursed	\$ 2,193,252	\$ 2,228,708	\$ 2,729,892	\$ 2,340,035	\$ 2,677,259	\$ 3,934,580

Non-NFL Events

This section provides annual and comparative data for Non-NFL Events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. During the current reporting period there were a total of 184,000 tickets sold for the eight ticketed Non-NFL Events with 181,000 total attendees. One factor that explains the difference between tickets sold and total attendees is the practice of providing free tickets through the non-NFL event agreement terms. The ticket surcharge is received for tickets sold; there is no surcharge revenue on free tickets. This resulted in \$735,000 Non-NFL Event ticket surcharge revenue (\$4 per ticket sold). This is a decrease in ticket surcharge revenue of \$595,000 or 44.7% less when compared to the same period in the prior year. The reason for the decrease is lower volume of ticket sales to the Non-NFL Events in the current period. In the prior fiscal year, there were twelve ticketed events compared to eight ticketed events this reporting period of which only five were large events.

The ManagementCo reports that there were also 79 smaller special events held at Levi's® Stadium which is down by 21 or 21% when compared to the same period in the prior fiscal year. The reported attendance decreased 6% to 34,000 in FY2019/20. The attendance figures and number of events are provided by the ManagementCo and cannot be independently confirmed by City staff. Examples of these special events include corporate events of various sizes, weddings, holiday parties, high school dances, etc.

In correlation with the decrease in total tickets sold, the number of cars parked at the permitted offsite parking lots saw a decrease when compared to the prior year. There were 17,000 cars parked at the offsite lots, a 40% decrease from the previous year. The City received \$99,000 in related offsite parking fees.

Total Non-NFL Event public safety costs were \$1.7 million, a decrease of \$703,000 or 29% from the prior year. As mentioned previously, this decrease in cost is due to the decrease in events being held in the current reporting period when compared to the prior year. The offsite parking fee of \$99,000 offset these costs and the remaining \$1.6 million was invoiced to ManagementCo, of which \$794,000 has been reimbursed. There remains an unpaid balance of \$826,000 of public safety costs related to FY2019/20 Non-NFL events payable from ManagementCo, on behalf of the Stadium Authority, to the City. ManagementCo states the reimbursement will not be made until the Stadium Authority funds the FY2019/20 Non-NFL net loss in the amount of \$2.7 million. Both the loss and the payment of the public safety costs are subjects of on-going litigation and arbitration.

Statistics for the eight Non-NFL ticketed events and 79 special events are shown in Table 3 and comparative data from all six years of operations are shown in Table 4.

Table 3
Levi's® Stadium
FY2019/20 Non-NFL Event Statistics
As of March 31, 2020

	Monster Jam	Wedding Fair	USWNT Soccer Game	ICC Soccer	Rolling Stones	High School Football Series	PAC-12 Championship	Redbox Bowl	2019/20 Q1-Q4	2019/20
	04/13/19	04/28/19	05/12/19	07/20/19	08/18/19	09/06/19	12/06/19	12/30/19	Special Events	YTD Total
No. of Scanned Attendees	39,701	781	20,464	15,575	47,442	4,625	28,769	24,021	-	181,378
No. of Tickets Sold	37,891	381	20,195	14,945	48,544	4,754	27,012	30,152	-	183,874
Non-NFL Ticket Surcharge	\$ 151,564	\$ 1,524	\$ 80,780	\$ 59,780	\$ 194,176	\$ 19,016	\$ 108,048	\$ 120,608	\$ -	\$ 735,496
No. of Non-NFL Special Events									79	79
Non-NFL Special Event Attendees									33,535	33,535
Cars Parked at Offsite Lots	2,997	-	2,254	2,232	5,647	-	2,523	1,474		17,127
City Offsite Parking Fee	\$ 16,873	\$ -	\$ 12,690	\$ 12,566	\$ 33,035	\$ -	\$ 14,760	\$ 8,623		\$ 98,547
Stadium Public Safety Costs	\$ 231,864	\$ -	\$ 118,616	\$ 338,448	\$ 347,966	\$ 14,250	\$ 345,136	\$ 238,374	\$ 84,270	\$ 1,718,924
Less: Offsite Parking Fee Credit	\$ (16,873)	\$ -	\$ (12,690)	\$ (12,566)	\$ (33,035)	\$ -	\$ (14,760)	\$ (8,623)	\$ -	\$ (98,547)
Reimbursable Public Safety Costs	\$ 214,991	\$ -	\$ 105,926	\$ 325,882	\$ 314,931	\$ 14,250	\$ 330,376	\$ 229,751	\$ 84,270	\$ 1,620,377
Amount Reimbursed	\$ 191,502	\$ -	\$ 99,277	\$ 217,079	\$ 226,297	\$ 14,250	\$ -	\$ -	\$ 45,535	\$ 793,941

Table 4
Levi's® Stadium
Historical Non-NFL Event Statistics⁽¹⁾

	2014/15 Q4 Total	2015/16 Q4 Total	2016/17 Q4 Total	2017/18 Q4 Total	2018/19 Q4 Total	2019/20 Q4 Total
No. of non-NFL Ticketed Events	9	17	18	13	12	8
No. of Tickets Sold	377,312	629,004	582,349	384,282	332,600	183,874
Non-NFL Ticket Surcharge	\$ 1,431,540	\$ 2,477,084	\$ 2,329,396	\$ 1,537,128	\$ 1,330,400	\$ 735,496
No. of Non-NFL Special Events	186	207	127	113	100	79
Non-NFL Special Event Attendees	62,357	105,997	49,151	62,917	35,676	33,535
Cars Parked at Offsite Lots	26,156	55,720	60,969	30,734	28,566	17,127
City Offsite Parking Fee	\$ 128,688	\$ 278,704	\$ 313,979	\$ 165,149	\$ 158,623	\$ 98,547
Cars Parked on Golf Course	12,004	20,661	9,562	-	-	-
City Golf Course Parking Fee	\$ 60,020	\$ 103,305	\$ 47,810	\$ -	\$ -	\$ -
Stadium Public Safety Costs	\$ 1,782,821	\$ 3,083,668	\$ 3,207,507	\$ 2,020,343	\$ 2,421,914	\$ 1,718,924
Golf Course Public Safety Costs	\$ 76,462	\$ 119,842	\$ 39,905	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 1,859,283	\$ 3,203,510	\$ 3,247,412	\$ 2,020,343	\$ 2,421,914	\$ 1,718,924
Less: Offsite Parking Fee Credit	\$ (128,688)	\$ (278,704)	\$ (313,979)	\$ (165,149)	\$ (158,623)	\$ (98,547)
Reimbursable Public Safety Costs	\$ 1,730,595	\$ 2,924,805	\$ 2,933,433	\$ 1,855,194	\$ 2,263,291	\$ 1,620,377
Amount Reimbursed	\$ 1,730,595	\$ 2,924,805	\$ 2,933,433	\$ 1,855,194	\$ 2,263,291	\$ 793,941

⁽¹⁾ Includes non-NFL special events.

Table 5 summarizes ticketed Non-NFL Event revenue and expenditures by event. This table shows that six of the eight (75%) events operated at a loss or did not make any money. Table 6 and 7 show Non-NFL net revenue by event type and event revenue and expenses by category. The inclusion of this information is to provide a greater level of transparency and provide the overall financial results of the Non-NFL events.

Table 5
Levi's® Stadium
Ticketed Non-NFL Events Revenue and Expenditure Summary
FY 2019/20 Quarter 4

In Millions \$

Ticketed Event	Revenue	Expense	Net
Monster Jam	\$ 1.6	\$ 2.0	\$ (0.4)
Bay Area Wedding Fair	0.0	0.0	0.0
USWNT vs South Africa	0.3	0.1	0.2
ICC: Chivas vs Benfica	1.2	1.5	(0.3)
Rolling Stones: No Filter Tour	11.4	10.5	0.9
High School Football Series	0.1	0.1	0.0
Pac-12 Championship	3.1	5.7	(2.6)
Redbox Bowl	4.6	5.2	(0.6)
Total Ticketed Non-NFL Net Revenue to date	\$ 22.3	\$ 25.1	\$ (2.8)

*Numbers may vary due to rounding

There were eight ticketed Non-NFL events held in FY 2019/20 with an average net loss to the Stadium Authority of about \$300,000 per event. In other words, each time ManagementCo hosts a ticketed Non-NFL event, the Stadium Authority must subsidize the event with \$300,000. Out of a total of eight ticketed Non-NFL events, six Non-NFL ticketed events (75%) were money losing events or generated no revenue for the Stadium Authority. Based on the analysis shown in the following tables, the Special Events (such as weddings, corporate events, birthday parties, etc.) generate the largest revenue for the Stadium Authority.

The revenue and expenses in the tables below are created using information provided by ManagementCo. Based on the information provided, it is difficult to determine what areas of "business" during an event generate revenue and what areas generate a loss. As an example, it appears that the Food and Beverage portion of the business is not generating revenue, however, it is difficult to determine by the provided information if this is actually the case. There may be Food and Beverage revenue or cost reimbursements that are grouped with other revenue line items obscuring the bottom line of the Food and Beverage business. The Stadium Authority looks to work with ManagementCo on greater transparency for future reports.

For FY 2019/20, the Stadium Manager submitted to the Board a “TBD” for forecasted revenue. In March 2020 after Stadium Authority questioned the “TBD” submittal, ManagementCo provided a revised projected loss for the year between \$1.7 million and \$2 million in direct contrast to the Non-NFL event profit and loss report provided to the Stadium Authority for Quarter 3 showing a positive net revenue of about \$404,000 for all events. The increase from the projected \$1.7 million to \$2 million dollar loss and the actual loss of \$2.7 million provided by ManagementCo is still under review by Stadium Authority staff.

During the Stadium Authority’s FY2019/20 audit, KPMG performed sampling of the Non-NFL event source documentation in accordance with generally accepted auditing standards. However, Stadium Authority staff is performing a more exhaustive review of the supporting documentation provided. ManagementCo has requested the Stadium Authority to fund the \$2.7 million dollar loss. Because this issue is in litigation and the details supporting this loss are not completely known for lack of documentation and examination of it, no payment will be recommended until the litigation is resolved. It should be noted that any payment would require the approval by the Stadium Authority Board, along with an associated budget amendment.

Table 6
Levi's® Stadium
Net Revenue for Non-NFL Events
by Event Type
FY 2019/20 Quarter 4

Event Type	No. of Events	Net Revenue
Ticketed Events		
Concerts	1	\$ 856,583
Sporting Events		
Football (Non-NFL)	3	(3,170,926)
Soccer	2	(65,295)
Miscellaneous Events	2	(458,609)
Subtotal Ticketed Events	8	\$ (2,838,247)
Subtotal Ticketed Events - Other Expenses ⁽²⁾		\$ (167,217)
Subtotal Non-Ticketed Non-NFL Events (weddings, corporate events, etc)	79	\$ 1,492,331
Subtotal Other Operating Expenses		\$ (1,227,881)
Total Non-NFL Event Net Revenue	87	\$ (2,741,014)
Total Estimated Performance Rent paid to the General Fund⁽¹⁾		\$ -

⁽¹⁾ Performance Rent is calculated as 50% of the net revenue from Non-NFL events less performance-based credit of 50% of fixed ground rent

⁽²⁾ Other Expenses not attributable to a specific event

Table 7
Levi's® Stadium
Non-NFL Event Results by Category
FY 2019/20 Quarter 4

	2019/20 YTD Total
REVENUE:	
Seating Bowl	\$ 16,826,550
Ticket Master Fees	742,708
Suites	349,759
Food & Beverage	1,810,989
Parking	958,424
Sponsorship	662,800
Merchandise	111,724
Miscellaneous ⁽¹⁾	7,850,340
Total Revenue	\$ 29,313,294
EXPENSE:	
Public Safety/Security	\$ 2,781,540
Utilities/Solid Waste	123,826
Parking	1,053,322
Food & Beverage - Ticketed Events	528,776
Food & Beverage - Special Events	4,052,646
Operations/Janitorial/Maintenance	3,913,217
Miscellaneous ⁽²⁾	19,600,981
Total Expense	\$ 32,054,308
Total Non-NFL Net Revenue	\$ (2,741,014)

⁽¹⁾Includes special event revenue such as corporate events, weddings, holiday parties, etc.

⁽²⁾Includes rentals, fees & commissions, transportation, marketing, and other expenses

Discretionary Fund

The Discretionary Fund is funded by revenue equal to 50% of the Non-NFL Ticket Surcharge of \$4 per ticket. The eight ticketed Non-NFL Events contributed \$368,000 to the Discretionary Fund in the reporting period. Table 8 shows the revenues and expenses in the Discretionary Fund since FY2014/15. The balance at the end of this reporting period was \$2.3 million.

Table 8

Discretionary Fund - Accrual Basis				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2014/15	\$ -	\$ 715,770	\$ 714,028	\$ 1,742
2015/16	1,742	1,238,542	699,129	541,155
2016/17	541,155	1,164,698	1,209,342	496,511
2017/18	496,511	768,564	-	1,265,075
2018/19	1,265,075	796,294	101,267	1,960,102
2019/20	1,960,102	367,748		2,327,850

Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses (“SBLs”) is \$531.7 million and, as of March 31, 2020, 86.3% of the total principal value of all SBLs sold (i.e., \$458.9 million) had been collected.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments are due by March 1st each year. The majority of SBL holders make their payments on time. For those that do not pay on time, SBL service staff, working for ManagementCo on the Stadium Authority’s behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, an SBL can be defaulted for non-payment. Once an SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL Events, and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

There is a total of 60,237 currently active SBLs, or 91% of the 65,879 total sellable SBL seats. This is down by 22 from the total active SBLs at the end of the prior fiscal year (March 31, 2019). The main reason for the reduction is due to defaulted SBLs. The defaulted SBLs were offset by (1) the sale of new SBLs and (2) the net increase related to the customer seat relocation program. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 1,310 SBLs were sold for a total face value of \$7.9 million. The customer seat relocation program resulted in an increase of \$1.1 million to the SBL face value, while netting 144 more SBLs. There were also 1,476 SBLs defaulted during the year with a total face value of \$9.8 million. The number of defaults and associated value is in line with the two-year historical average.

Additional details regarding currently active SBLs are noted in Table 9.

Table 9
Santa Clara Stadium Authority
Currently Active Stadium Builder License (SBL) Summary⁽¹⁾

Through March 31, 2020										
Seat Value	SBL Seats Available	SBL Seats Sold as of 3/31/19	New SBL Sales	Net SBL Relocations	SBL Defaults	SBL Seats Sold	SBL Value	SBL Collected	% SBL Principal Collected	
141,392	100	100	-	-	-	100	\$ 14,082,625	\$ 12,285,200	87.2%	
80,000	938	930	2	11	(13)	930	74,400,000	66,046,170	88.8%	
40,000	2	2	-	-	-	2	80,000	65,883	82.4%	
30,000	4,869	4,554	42	(13)	(56)	4,527	135,810,000	119,919,658	88.3%	
20,000	3,395	2,965	39	(26)	(66)	2,912	58,240,000	50,733,524	87.1%	
15,000	7	7	-	-	-	7	105,000	73,182	69.7%	
12,000	2,167	2,118	45	13	(25)	2,151	25,812,000	22,285,457	86.3%	
10,000	9	7	-	-	-	7	70,000	59,443	84.9%	
6,000	20,623	20,441	460	81	(478)	20,504	123,024,000	102,103,111	83.0%	
5,000	14,301	13,164	338	115	(297)	13,320	66,600,000	56,560,482	84.9%	
4,000	917	913	3	4	(6)	914	3,656,000	3,317,840	90.8%	
3,000	94	94	-	-	(3)	91	273,000	221,527	81.1%	
2,500	45	45	-	-	(1)	44	110,000	92,424	84.0%	
2,000	18,373	14,881	381	(40)	(529)	14,693	29,386,000	25,070,124	85.3%	
1,000	39	38	-	(1)	(2)	35	35,000	29,989	85.7%	
Total	65,879	60,259	1,310	144	(1,476)	60,237	\$ 531,683,625	\$ 458,864,012	86.3%	
								Plus: Interest on financed SBLs	55,876,187	
								Total Principal & Interest	\$ 514,740,199	

⁽¹⁾ This table does not include \$26.1 million that has been collected life-to-date from defaulted SBL holders.

Santa Clara Stadium Authority Budget Status Reports

Operating Budget

With Fiscal Year 2019/20 complete, total operating revenues for the current reporting period were \$97.8 million representing 133% of the overall budget for revenues. The primary reason that revenue is over budget is because non-NFL event revenue is recorded gross while the budget includes the revenue net of expenses. Stadium rent earned from StadCo totaled \$24.8 million. During the current reporting period, the Stadium Authority also collected \$26.2 million in SBL proceeds or 103% of what was budgeted. All SBL proceeds are to be transferred to the debt service fund per applicable loan agreements. The non-NFL event ticket surcharge amounted to \$735,000 or 100% of the final budget.

Total operating expenses were \$73.2 million, or 100% of the annual budget. Of note, the payment on shared stadium manager expenses is withheld until sufficient support is received for the expenses. The Stadium Authority's FY2019/20 budget was amended on March 24, 2020, with a reduction of \$7.5 million to the Shared Stadium Manager Expense budget and an increase in Legal Contingency of that amount. The expenses that were reduced include Stadium Operations, Engineering, Guest Services, Groundskeeping, Security and the Stadium Management Fee. The budget for these expenses will remain in the Legal Contingency line item until adequate support is provided to justify legitimate expenditures of the amounts requested. Operating expense payments were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, arising from ManagementCo's inappropriate use of public funds relative to procurement practices and potential self-dealing/conflicts of interests. At that meeting, the Board directed the Executive Director to only release public funds to ManagementCo if all supporting documents have been submitted and adhere to our agreements and State and local laws. As part of that suspension of payment, the Stadium Authority continues to pay for utilities, insurance and costs associated with SBL sales and services. However, rather than provide the Stadium Authority with complete documentation to substantiate proper procurement and/or the absence of self-dealing/conflicts of interests, ManagementCo forced loans on the Stadium Authority through the revolving loan instrument and continues to pay itself public funds without demonstrating compliance with State and local laws.

In FY2019/20, ManagementCo drew a total of \$6.3 million against the revolving loan line of credit for the Shared Stadium Manager Expense payments withheld by the Stadium Authority. The draws on the revolving loan were not authorized by the Stadium Authority and documentation rejecting these draws was provided to the Stadium Manager. The Stadium Authority maintains its position that it should not release public funds to ManagementCo unless it can demonstrate compliance with public procurement laws, prevailing wage laws, and absence of self-dealing/conflicts of interests. Shared Stadium Manager expenses were at 99% or \$4.32 million of the \$4.38 million final budget, amended from \$11.9 million. The bulk of the expense is for insurance, which the Stadium Authority continues to pay. The remaining payments of

Shared Stadium Manager Expenses took place prior to the Board's direction to only release funds after receiving supporting documentation.

SBL Sales & Service expenses were 100% of the budget, or \$3.6 million. The Stadium Authority pays for all utility costs from February 1st through July 31st and the tenant (StadCo) pays for utility costs from August 1st through January 31st (Tenant Season). Utility costs are 100% of the budget for the year, or \$1.6 million. Transfers out amounted to \$28.5 million and, lastly, Stadium Authority G&A costs were \$2.4 million or 96% of the budget.

Overall, the Stadium Authority operating fund ended the year with a fund balance of \$47.4 million; included in that amount is an \$11.3 million operating reserve and a \$2.3 million discretionary fund.

Additional details are shown in Table 10.

Table 10
Santa Clara Stadium Authority
Operating Budget Status Report
For the Period Ending March 31, 2020 and 2019

Period Ending March 31, 2020										Period Ending March 31, 2019			
Final Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	YTD Actuals	Budget to Actual Difference	% Received			Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Resources													
Revenues													
NFL Ticket Surcharge	\$ 8,412,291	\$ -	\$ 2,416,387	\$ 5,995,904	\$ -	\$ 8,412,291	\$ (0)	100%		\$ 8,031,000	\$ 8,076,510	\$ (45,510)	101%
SBL Proceeds	25,416,000	8,525,454	827,998	1,077,869	15,814,216	26,245,536	(829,536)	103%		27,214,000	26,750,973	463,027	98%
Interest	938,000	234,203	247,406	219,504	202,648	903,761	34,239	96%		794,000	1,001,640	(207,640)	126%
Non-NFL Event Revenue	-	-	-	-	29,313,294	29,313,294	(29,313,294)	NA		62,147,000	50,856,562	11,290,438	N/A
Net Revenues from Non-NFL Events	5,796,000	-	-	-	-	-	5,796,000	0%		-	-	-	NA
Naming Rights	6,754,000	-	3,327,117	-	3,426,930	6,754,047	(47)	100%		6,558,000	6,557,327	673	100%
Sponsorship Revenue (STR)	345,000	81,250	81,250	81,250	81,250	325,000	20,000	94%		545,000	387,203	157,797	71%
Rent	24,762,000	6,190,500	6,190,500	6,190,500	6,190,500	24,762,000	-	100%		25,810,000	25,810,002	(2)	100%
Senior & Youth Program Fees	250,000	-	64,669	167,287	18,044	250,000	-	100%		230,000	227,933	2,067	99%
Non-NFL Event Ticket Surcharge	735,496	229,376	253,956	252,164	-	735,496	-	100%		1,800,000	1,592,588	207,412	88%
Bay Area Host Committee Reimbursement	4,642	3,715	927	-	-	4,642	(0)	100%		1,400,000	1,166,884	233,116	N/A
Other Revenue	115,773	-	-	-	128,379	128,379	(12,606)	111%		2,281,000	2,281,903	(903)	N/A
Revenues Subtotal	\$ 73,529,202	\$ 15,264,498	\$ 13,410,210	\$ 13,984,478	\$ 55,175,260	\$ 97,834,446	\$ (24,305,244)	133%		\$ 136,810,000	\$ 124,709,525	\$ 12,100,475	91%
Net Transfers	-	-	-	-	-	-	-	N/A		-	-	-	NA
Total Resources	\$ 73,529,202	\$ 15,264,498	\$ 13,410,210	\$ 13,984,478	\$ 55,175,260	\$ 97,834,446	\$ (24,305,244)	133%		\$ 136,810,000	\$ 124,709,525	\$ 12,100,475	91%
Expenses													
Shared Stadium Manager Expenses													
Stadium Operations	\$ 653,401	\$ 653,401	\$ -	\$ -	\$ -	\$ 653,401	\$ 0	100%		\$ 3,721,000	\$ 3,659,714	\$ 61,286	98%
Engineering	328,481	328,481	-	-	-	328,481	0	100%		1,835,000	1,999,576	(164,576)	109%
Guest Services	137,782	137,782	-	-	-	137,782	0	100%		813,000	561,641	251,359	69%
Groundskeeping	29,039	29,039	-	-	-	29,039	(0)	100%		164,000	154,101	9,899	94%
Security	270,450	270,450	-	-	-	270,450	(0)	100%		1,543,000	1,058,475	484,525	69%
Insurance	2,956,000	739,038	870,038	608,038	684,886	2,902,000	54,000	98%		2,871,000	2,870,047	953	100%
Stadium Management Fee	-	-	-	-	-	-	-	NA		226,000	225,102	898	100%
Shared Stadium Mngr Exps Subtotal	\$ 4,375,153	\$ 2,158,191	\$ 870,038	\$ 608,038	\$ 684,886	\$ 4,321,153	\$ 54,000	99%		\$ 11,173,000	\$ 10,528,656	\$ 644,344	94%
Other Expenses													
SBL Sales and Service	\$ 3,614,477	\$ 589,477	\$ 1,440,000	\$ 1,025,000	\$ 560,000	\$ 3,614,477	\$ -	100%		\$ 2,324,000	\$ 1,771,307	\$ 552,693	76%
Senior & Youth Fees (paid to City)	250,000	-	42,073	189,883	18,044	250,000	-	100%		230,000	227,933	2,067	99%
Non-NFL Event Expense	-	-	-	-	32,054,308	32,054,308	(32,054,308)	NA		56,519,000	50,837,971	5,681,029	90%
Ground Rent (paid to City)	355,000	-	355,000	-	-	355,000	-	100%		320,000	320,000	-	100%
Performance Rent (paid to City)	2,721,000	-	-	-	-	-	2,721,000	0%		2,654,000	-	2,654,000	0%
Discretionary Fund Expense	250,000	-	-	-	-	-	250,000	0%		990,000	101,267	888,733	10%
Utilities	1,568,265	791,625	258,000	-	519,000	1,568,625	(360)	100%		1,506,000	1,444,485	61,515	96%
Use of StadCo Tenant Improvements	182,000	-	-	-	-	-	182,000	0%		236,000	256,263	(20,263)	109%
Stadium Authority G&A	2,480,000	295,995	484,664	661,333	929,206	2,371,198	108,802	96%		1,685,000	1,556,580	128,420	92%
College Football Playoff Expense	4,642	3,715	927	-	-	4,642	-	100%		1,400,000	1,166,884	233,116	NA
Legal Contingency	6,996,000	-	-	-	-	-	6,996,000	0%		-	-	-	-
Other Expenses	110,000	109,915	-	-	(5,000)	104,915	5,085	95%		105,000	(33,900)	138,900	-32%
Transfers Out	50,284,665	-	10,894,241	8,843,109	8,810,911	28,548,261	21,736,404	57%		57,340,000	56,529,584	810,416	99%
Contribution to Operating Reserve	338,000	-	-	-	-	-	338,000	0%		328,000	-	328,000	0%
Other Expenses Subtotal	\$ 69,154,049	\$ 1,790,726	\$ 13,474,905	\$ 10,719,326	\$ 42,886,469	\$ 68,871,426	\$ 282,623	100%		\$ 125,637,000	\$ 114,178,374	\$ 11,458,626	91%
Total Expenses	\$ 73,529,202	\$ 3,948,918	\$ 14,344,943	\$ 11,327,364	\$ 43,571,355	\$ 73,192,579	\$ 336,623	100%		\$ 136,810,000	\$ 124,707,031	\$ 12,102,969	91%
Operating Reserve	\$ 11,593,270					\$ 11,255,088				\$ 11,255,088			
Discretionary Fund	\$ 2,302,075					\$ 2,327,850				\$ 1,086,407	\$ 1,960,102		

Debt Service Budget

The Stadium Authority's FY 2019/20 debt service revenue budget of \$3.8 million represents anticipated contributions from the Community Facilities District (CFD). During the current fiscal year, \$3.6 million was contributed by the CFD. Transfers in from the operating fund amounted to \$26.2 million or 56% of the budget.

Total Stadium Authority debt service expenses for the current reporting period were \$31 million, 63% of the budgeted amount. The debt service expenses for the CFD Advance, the Term A Loan, and the StadCo Subordinated Loan were \$3.9 million, \$25.6 million, and \$2.2 million, respectively.

The Stadium Authority debt service fund ended the current quarter with a fund balance of \$23.6 million which includes \$11.5 million in the debt service reserve account. The remaining is reserved for future debt payments.

As of March 31, 2020, the total outstanding amount of Stadium Authority debt had declined to \$325.3 million. This is a reduction in principal of \$15 million from the March 31, 2019 outstanding debt amount of \$340.2 million.

Additional details are shown in Tables 11 and 12 and Chart 1.

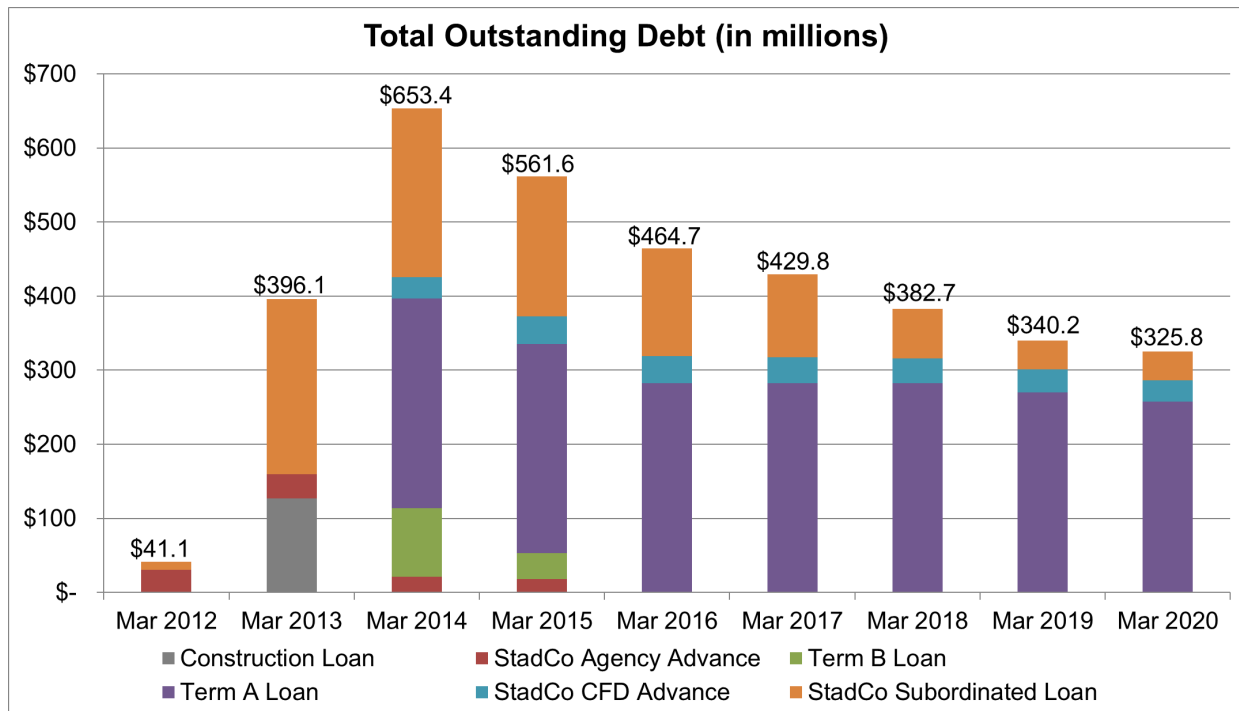
Table 11
Santa Clara Stadium Authority
Debt Service Budget Status Report
For the Period Ending March 31, 2020 and 2019

Period Ending March 31, 2020									Period Ending March 31, 2019			
	Final Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Resources												
Revenues												
Contribution from CFD	\$ 3,872,000	\$ 951,360	\$ 892,307	\$ 1,026,881	\$ 742,950	\$ 3,613,498	\$ 258,502	93%	\$ 3,800,000	\$ 3,779,881	\$ 20,119	99%
Revenues Subtotal	\$ 3,872,000	\$ 951,360	\$ 892,307	\$ 1,026,881	\$ 742,950	\$ 3,613,498	\$ 258,502	93%	\$ 3,800,000	\$ 3,779,881	\$ 20,119	99%
Transfers In from Operating	46,806,665	-	10,894,241	8,843,109	6,492,362	26,229,712	20,576,953	56%	53,963,000	53,153,057	809,943	98%
Contribution from Fund Balance	-	16,665,922	(7,593,965)	(4,641,839)	(4,430,118)	(0)	0	NA	4,653,000	4,094,296	558,704	88%
Total Resources	\$ 50,678,665	\$ 17,617,282	\$ 4,192,583	\$ 5,228,151	\$ 2,805,194	\$ 29,843,210	\$ 20,835,455	59%	\$ 62,416,000	\$ 61,027,234	\$ 1,388,766	98%
Expenses												
CFD Advance	\$ 3,844,000	\$ 1,002,705	\$ 438,541	\$ 1,474,108	\$ 1,018,182	\$ 3,933,536	\$ (89,536)	102%	\$ 3,800,000	\$ 3,506,299	\$ 293,701	92%
Term A Loan	26,383,000	15,971,276	3,218,928	3,218,928	3,218,928	25,628,060	754,940	97%	26,702,000	26,043,162	658,838	98%
StadCo Subordinated Loan	20,451,665	643,301	535,114	535,114	535,114	2,248,643	18,203,022	11%	31,914,000	31,477,772	436,228	99%
Total Expenses	\$ 50,678,665	\$ 17,617,282	\$ 4,192,583	\$ 5,228,151	\$ 4,772,224	\$ 31,810,239	\$ 18,868,426	63%	\$ 62,416,000	\$ 61,027,234	\$ 1,388,766	98%
Debt Service Reserve	\$ 11,536,235					\$ 11,536,235			\$ 11,536,235	\$ 11,536,235		

Table 12
Santa Clara Stadium Authority
Debt Summary Report
For the Period Ending March 31, 2020

Type of Indebtedness	Interest Rates	Outstanding as of March 31, 2019	Net Change	Outstanding as of March 31, 2020
Stadium Funding Trust Loan:				
Term A Loan	5.00%	\$ 270,266,412	\$ (12,752,172)	\$ 257,514,240
StadCo CFD Advance	5.73%	30,925,978	(2,092,999)	28,832,979
StadCo Subordinated Loan	5.50%	39,024,833	(107,449)	38,917,384
Total		\$ 340,217,223	\$ (14,952,620)	\$ 325,264,603

Chart 1



Capital Improvement Project Budget

As part of the Capital Expense (“CapEx”) Plan, the following projects have been completed as of the current reporting period:

- Kawasaki Mule Purchase
- Two Auto Pulse Automated Compressor Purchases
- ALS Lifepack Monitor Purchase
- Upfit Kawasaki Mules
- Mobile Radio Purchase
- Diesel Particulate Filter Purchase
- Chemical Warfare Detector Purchase

The following CapEx projects were currently in progress at the end of the fiscal year:

- Staff Scheduling Software

A total of \$132,000 has been spent in FY 2019/20, which amounts to 1% of the budget. The main reasons that this is below budget are (1) there has been little activity on warranty work which makes up 11% of the CIP Budget, and (2) a number of projects are behind schedule due to ManagementCo’s inability to demonstrate compliance with State procurement and prevailing wage laws. As a result, capital projects have stalled. We continue to raise this issue with ManagementCo to ensure the Stadium Authority asset is maintained in a sufficient manner; however, there is valid concern that ManagementCo is unable to complete these duties given the record to date. During this reporting period, the ManagementCo has not demonstrated its ability to award contracts in compliance with state laws.

Additional details are shown below in Table 13.

Table 13
Santa Clara Stadium Authority
CIP Budget Status Report
For the Period Ending March 31, 2020 and 2019

	Period Ending March 31, 2020							Period Ending March 31, 2019			
	Final Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Beginning Balances	\$ 14,532,870	\$ 14,516,225	\$ 14,455,221	\$ 14,763,788	\$ 14,516,225	\$ 16,645		\$ 12,358,833	\$ 12,718,700		
Resources											
Transfers In from Operating Budget	3,478,000	-	-	2,318,549	2,318,549	1,159,451	66.66%	3,377,000	3,376,527	473	100%
Transfers In from Stadium Manager	-	-	308,568	-	308,568	(308,568)	N/A	-	-	-	
Total Resources	\$ 18,010,870	\$ 14,516,225	\$ 14,763,788	\$ 17,082,337	\$ 17,143,342	\$ 867,528	95%	\$ 15,735,833	\$ 16,095,227	\$ 473	102%
	Final Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
	Final Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
Expenses											
Construction	4,956,922	(4,845)	-	-	(4,845)	4,961,767	0%	4,875,415	1,378,251	3,497,164	28%
Equipment	7,070,988	65,038	-	71,727	136,765	6,934,223	2%	1,210,000	124,732	1,085,268	10%
Contingency	657,397	812	-	-	812	656,585	0%	296,546	3,250	293,296	1%
Stadium Warranty Related Construction	1,528,202	-	-	-	-	1,528,202	0%	1,600,971	72,769	1,528,202	5%
Total Expenses	\$ 14,213,509	\$ 61,005	\$ -	\$ 71,727	\$ 132,731	\$ 14,080,778	1%	\$ 7,982,932	\$ 1,579,002	\$ 6,403,930	20%
Ending Balances	\$ 3,797,361	\$ 14,455,221	\$ 14,763,788	\$ 17,010,611	\$ 17,010,611			\$ 7,752,901	\$ 14,516,225		

City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of \$1.5 million that was contributed to the General Fund as shown in Table 14. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 14

City of Santa Clara Net General Fund Impact

For Stadium Authority Fiscal Year to Date Ending March 31, 2020

Ground Rent	\$	355,000
Performance Rent		-
Senior and Youth Fee		250,000
Tasman Lots Parking Fee		34,410
Sales Tax		834,314
<hr/>		
Total Net General Fund Impact	\$	1,473,724

Public Safety and Administrative Cost Reimbursement

As described in earlier sections of this report, costs incurred by the City on NFL and non-NFL Events are tracked and billed to the Stadium Manager. Reimbursement is monitored and included in this report. Public safety costs incurred in support of NFL and non-NFL events occurring in FY2019/20 totaled \$5.4 million and \$1.7 million, respectively. Reimbursements of the NFL public safety costs amounted to \$4.4 million, and \$892,000 has been received for the non-NFL public safety costs as of the end of March 2020. These reimbursements came from a combination of payments from the Stadium Manager, and the offsite parking fees that were collected.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In FY 2019/20, a total of \$984,000 of administrative costs were incurred by the General Fund, which have been reimbursed to the City.

Rents and Senior and Youth Fee

As noted above the City's General Fund collected ground rent (\$355,000) from the Stadium Authority. Additionally, the Senior and Youth Fee generated \$250,000 which was forwarded to the City year-to-date in support of senior and youth programs fees. Lastly, the Tasman Lot Parking Fee generated \$34,410 for the City. See the Glossary for more information on these revenues and how they are calculated.

Other Revenue Impacts

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last four quarters of sales tax collections from Levi's® Stadium transactions generated \$834,000 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in potentially more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is impossible to say exactly what portion of the City's TOT collections is due to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities.

Glossary

This section of the report provides details behind key terms that are used in the body of this report.

Discretionary Fund – The Amended and Restated Stadium Lease Agreement describes the Non-NFL Event ticket surcharge which is imposed by the Stadium Authority. All promoters or sponsors of ticketed Non-NFL Events are required to collect a Non-NFL ticket surcharge of \$4 per ticket on behalf of the Stadium Authority. One-half of these proceeds are used to cover Stadium Authority operating and maintenance costs. The other one-half of the proceeds are deposited in the Stadium Authority's discretionary fund. If at any time the discretionary fund balance exceeds \$1 million, then in consultation with the Stadium Manager, the Stadium Authority will determine if provision has been made for replacement and improvement of capital improvements contemplated under the public safety plan. If not, then funds will be reserved in the discretionary fund for such purposes. If adequate provision has been made for these items and the balance of the discretionary fund still exceeds \$1 million, then up to half of the amount over \$1 million can be transferred to the General Fund, in which event an equal amount will also be transferred from the discretionary fund to the Stadium Authority operating fund and will be included as revenue available to pay Stadium Authority expenses.

Ground Lease – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in the chart below.

Lease Year	Fiscal Year	Annual Fixed Ground Rent
1	2014/15	\$ 180,000
2	2015/16	\$ 215,000
3	2016/17	\$ 250,000
4	2017/18	\$ 285,000
5	2018/19	\$ 320,000
6	2019/20	\$ 355,000
7	2020/21	\$ 390,000
8	2021/22	\$ 425,000
9	2022/23	\$ 460,000
10	2023/24	\$ 495,000
11-15	2024/25 - 2028/29	\$ 1,000,000
16-20	2029/30 - 2033/34	\$ 1,100,000
21-25	2034/35 - 2038/39	\$ 1,200,000
26-30	2039/40 - 2043/44	\$ 1,300,000
31-35	2044/45 - 2048/49	\$ 1,400,000
36-40	2049/50 - 2053/54	\$ 1,500,000

Net Non-NFL Event Revenue – Net Non-NFL Event revenue is remitted by ManagmentCo to the Stadium Authority on a yearly basis. This is done annually because the final reconciliation of the Non-NFL Event revenues and expenses does not occur until after the conclusion of each fiscal year.

Beginning with FY 2018/19, the Stadium Authority budgeted the Non-NFL Event activity at gross, budgeting for revenue and expenses separately. In the prior fiscal years that activity was budgeted as a net amount.

NFL Ticket Surcharge – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority.

Non-NFL Event Ticket Surcharge – The Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL Event collect a Non-NFL Event ticket surcharge of \$4 per ticket. The Lease Agreement sets aside one-half of the Non-NFL ticket surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority.

Offsite Parking Fees – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City's permitting process. If approved, per the City's Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi's® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City's FY 2019/20 (July 1, 2019 through June 30, 2020) the offsite parking fee is \$5.63.

Performance-Based Rent - The Amended and Restated Stadium Lease Agreement and the Ground Lease Agreement both describe the performance-based rent that is due to the City. (It is calculated as 50% of the net income from Non-NFL events less performance-based rent credits. The performance-based rent credits include 50% of the fixed ground rent for the current lease year.)

Public Safety Costs – For each NFL and Non-NFL Event held at Levi's® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (California Highway Patrol, County Sheriff's Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi's® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that the Stadium Manager is responsible for paying Non-NFL Event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are tracked through the City's financial system and invoices are sent to the Stadium Manager. All of these costs are reimbursed to the City of Santa Clara.

Senior and Youth Program Fees – The Amended and Restated Stadium Lease Agreement requires that StadCo collect a Senior and Youth Program Fee of \$0.35 per NFL ticket sold on behalf of the Stadium Authority. Per section 8.2 of the Ground Lease Agreement between the City and the Stadium Authority, the Stadium Authority remits this fee to the City as additional rent to support senior and youth programs in the City.

Stadium Management Fee – The Stadium Manager receives an annual base management fee to manage Levi's® Stadium. The fee was \$400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL Events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was \$5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first ten lease years are noted in the chart below.

Fiscal Year	Lease Year	Annual Base Stadium Management Fee (SCSA Share)	Stadium Marketing and Booking Fee Benchmark	Net Income from Non-NFL Events	Additional Stadium Marketing and Booking Fee	Total Stadium Management Fee
2014/15	1	\$ 200,000	\$ 5,000,000	\$ 5,207,553	\$ 10,378	\$ 210,378
2015/16	2	206,000	5,150,000	6,079,016	46,451	252,451
2016/17	3	212,180	5,304,500	5,316,894	620	212,800
2017/18	4	218,545	5,463,635	5,163,329	-	218,545
2018/19	5	225,102	5,627,544	18,591	-	225,102
2019/20	6	231,855	5,796,370			
2020/21	7	238,810	5,970,261			
2021/22	8	245,975	6,149,369			
2022/23	9	253,354	6,333,850			
2023/24	10	260,955	6,523,866			

Tasman Lots Parking Fees – The City collects a fee of \$5 per space for all cars that are parked on the Tasman surface lots during NFL events.



Agenda Report

20-466

Agenda Date: 10/13/2020

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreements to Implement a Financial Management System for the Stadium Authority
[Council Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

BACKGROUND

The Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company, LLC (StadCo), and the Forty Niners Stadium Management Company, LLC (ManCo) entered into a Stadium Management Agreement (Management Agreement) to have ManCo act as the Stadium Manager and provide management services for the Levi's Stadium (Stadium) on a continual, year-round basis. ManCo is responsible for overseeing the day-to-day operations, accounting transactions, and financial reporting to the Stadium Authority for Non-NFL events, Shared Stadium Manager Expenses, and Stadium Builders License (SBL). This also includes developing personnel and accounting policies and procedures and recruiting, hiring and training ManCo staff. ManCo staff have been using StadCo's financial management system to process financial data and reports for the Stadium Authority. Although ManCo is required under Section 2.4.7 of the Management Agreement to "establish charts of accounts and accounting policies, procedures and systems, including policies, procedures and systems for payroll processing, accounts payable, accounts receivable, depository accounts, box office and reporting functions," ManCo did not setup a separate company code in the financial management systems to separately account for the Stadium Authority's financial transactions. All of the Stadium Authority's transactions are being recorded on accounts under StadCo's company code, resulting in commingling of StadCo and Stadium Authority revenues and expenses in one company code. This has caused a lack of transparency and delays in generating financial reports for the Stadium Authority because staff have to extract the data out of the statistical accounts and manually prepare the financial reports in Excel. It has also caused disputes over the possession of documents and access to financial information pertaining to the Stadium Authority.

One of the Board's priorities has been the transparency of financial transactions related to the Stadium, especially in relation to Non-NFL events and Shared Stadium Manager Expenses. The Stadium Authority wishes to move forward with this project to provide greater transparency and the cost allocation for the implementation of this project will be subject to subsequent court rulings. In 2019, ManCo and Stadium Authority staff discussed the opportunity to establish a standalone company code or financial management system for the Authority. ManCo and Stadium Authority have agreed to work together to establish a separate financial management system for the Stadium Authority, where Stadium Authority staff will have full and real-time access to all Stadium Authority financial data and supporting documentations.

Both the Stadium Authority and ManCo agreed to:

- Leverage the existing technology and ManCo's familiarity by using the same financial

management systems that ManCo is using (i.e., Microsoft Dynamics GP and SAP Concur) for all Stadium Authority-related financial transactions.

- Receive assistance from a consultant for the purchase, implementation and deployment of a cloud-based Microsoft Dynamics GP and SAP Concur, separate from ManCo's systems.
- Utilize the services of a consultant to develop financial reporting policies to streamline the business reporting processes.

DISCUSSION

On June 3, 2019, staff issued a request for Statement of Qualifications (SOQ) to solicit proposals from qualified firms to assist in the purchase and implementation of Microsoft Dynamics Great Plains and SAP Concur as well as to develop financial reporting policies to streamline the business reporting process. The SOQ was published on BidSync, the City's e-procurement system. A total of 77 companies viewed the SOQ.

Two proposals were received by the SOQ deadline from Armanino, LLP and Macias, Gini & O'Connell, LLP (MGO).

Evaluation Process

The procurement process was led by the Stadium Authority Auditor who has experience in procuring financial management systems. The written proposals were evaluated and scored independently by a five-member evaluation committee with representation from the Stadium Authority and ManCo against the criteria and weights demonstrated in the table below.

SOQ Evaluation Weights

Evaluation Criteria	Weight
Proposal Responsiveness	Pass/Fail
Firm Qualifications and Experience	20%
Staff Qualifications and Experience	30%
Project Approach and Methodology	30%
Cost and Cost Realism	20%
Total Score	100%

Both Armanino and MGO were invited to vendor presentations. However, prior to presentations, MGO notified staff of its voluntary decision to withdraw from the process. After thorough review and evaluation of Armanino's proposal, staff determined that the proposal satisfied all the requirements set forth in the SOQ. Armanino is a certified Microsoft Dynamics GP partner for over 16 years, has a successful track record configuring and installing the systems, and has worked with municipalities across California. The experience that Armanino brings will reduce risk by implementing best practices that they have utilized in other municipalities and while the contract's indemnity language differs from the City's standard contract clauses, the risk associated with this change is relatively low due to the nature of the services to be performed, the experience of the contractor and the infrequency of on-site work.

Summary of the Agreements

In order to implement the financial management system, the Stadium Authority would need to purchase Microsoft Dynamics GP and SAP Concur for ManCo to use. The Stadium Authority elected to purchase cloud-based systems to enable remote real time access of the financial data. The following summarizes the various agreements required to fully implement and support the financial management system for recording financial transactions solely for the Stadium Authority:

- The agreements with Armanino include provision of professional services to develop a business process roadmap and assist in the implementation of Microsoft Dynamics GP and SAP Concur as well as for the purchase of Armanino's proprietary Microsoft Dynamics GP and SAP Concur Integration Pack.
- The agreement with SaaSplaza, Inc. will provide for cloud hosting services, including subscription services for Microsoft Dynamics GP, third-party add-ons for additional system functionalities, and ongoing support and maintenance.
- The agreement with Concur Technologies, Inc. will provide for the necessary software subscription services for SAP Concur Expense and SAP Concur Invoice software modules. This is to support the processing of expense reports and vendor invoices.

In addition, staff will evaluate the level of effort to migrate SBLs information over and possibly integrate with Microsoft Dynamics GP so that the systems can interface with each other. Any additional costs from this assessment will be brought back to the Board for review and approval.

Cost Summary

The initial costs for this project are summarized below.

Armanino (Professional Services)

Accounting Enablement Assessment and Roadmap Services	\$60,900
Concur/Microsoft Dynamics GP Integration	\$8,400
Microsoft Dynamics GP Implementation	\$104,160
Contingency	\$25,000
Contract Not-To-Exceed Total (initial three-year term)	\$198,460

Armanino (Microsoft Dynamics GP and Concur Integration Pack)

Annual Subscription Fee	\$5,000
Contract Not-To-Exceed Total (initial one-year term)	\$5,000

SaaSplaza, Inc.

One-Time Set Up Fee	\$4,438
Subscription Licenses and Hosting Fee for Microsoft Dynamics GP including add-ons for 6 full users and 6 limited users	\$38,652
Contract Not-To-Exceed Total (initial one-year term)	\$43,090

Concur Technologies

One-Time Set Up Fee	\$2,500
SAP Concur Expense and Invoice Subscription Services (additional incremental transaction fees will be incurred if initial estimates are exceeded)	\$13,014
Contract Not-To-Exceed Total (initial one-year term)	\$15,514

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Based upon the proposed Statement of Work between the Stadium Authority and the consultants, the total costs of the Agreements for the Performance of Services will not exceed \$262,064. Sufficient funding is available to award the project in the Stadium Authority’s FY 2020/21 Capital Expenditure Budget. The ongoing annual subscription costs of \$56,666 is subject to future budget appropriations. Staff time to implement the project for both the Stadium Authority and ManCo are also included in the FY 2020/21 Budget. All costs to implement the project are subject to subsequent court rulings on cost allocation.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel’s Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the Executive Director to negotiate and execute an agreement with Armanino, LLP to provide professional services for the implementation of a financial management system for an initial three-year term with maximum compensation amount not-to-exceed \$198,460, and execute up to two one-year options to extend the term of the agreement for ongoing support and related professional services, subject to annual appropriation of funds;
2. Authorize the Executive Director to execute Purchase Orders with Armanino Solutions, LLC for software subscription services for an initial twelve-month period with maximum compensation amount not-to-exceed \$5,000, and execute one-year renewals as required, subject to annual appropriation of funds;
3. Authorize the Executive Director to negotiate and execute an agreement with SaaSplaza, Inc. for Microsoft Dynamics Great Plains software subscription and web hosting services for an initial twelve-month period with maximum compensation amount not-to-exceed \$43,090, and execute one-year renewals as required, subject to annual appropriation of funds;

4. Authorize the Executive Director to execute Purchase Orders with Concur Technologies, Inc. for SAP Concur software subscription services for an initial twelve-month period with maximum compensation amount not-to-exceed \$15,514, and execute one-year renewals as required, subject to annual appropriation of funds; and
5. Negotiate and execute amendments and/or change orders to the above referenced agreements/Purchase Orders related to system implementation and requirements including additional software licenses and transaction fees, subject to the annual appropriation of funds.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Agreement for Services with Armanino, LLP
2. Agreement with SaaSplaza, Inc.
3. Concur Technologies PO Terms and Conditions

**AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
ARMANINO, LLP**

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and Armanino, LLP, a California corporation, or its affiliates if specifically indicated (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

- Exhibit A – Scope of Services
- Appendix A-1: Standard Mapping Assumptions for Concur/Dynamic GP Integration
- Exhibit B – Schedule of Fees
- Exhibit C – Insurance Requirements
- Exhibit D – GP-Concur Invoices Integration Pack Subscription Agreement

Exhibit E – Change Order Form

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

2. 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 November 1, 2020 and terminate on March 31, 2023. The Authority reserves the right, at its own sole discretion, to extend the term of this Agreement for up to two (2) additional one-year options through March 31, 2025.

Notwithstanding the foregoing, the term of the GP-Concur Invoices Integration Pack Subscription Agreement shall be as provided in Exhibit D.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

- A. Scope of Services. Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.
- B. Contractor's Proprietary Software. The terms of the licensing of the separately executed GP-Concur Invoices Integration Pack Subscription Agreement, between Authority and Contractor's affiliate, Armanino Solutions, LLC, including subsequent releases licensed to Authority, shall be as set forth in Exhibit D.
- C. Third Party Software and Web Services. With respect to software and web services proprietary to a vendor other than Contractor, such software or web services shall be licensed to Authority pursuant to the terms of applicable third party agreements.

4. WARRANTY

Contractor expressly warrants that the professional services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and shall conform to the specifications, requirements and instructions upon which this Agreement is based for Services performed by Contractor or its subcontractors (and not third party services or software).

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 Authority expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement shall be as set forth in Exhibit B ("Maximum Compensation") subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. Authority shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If a party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the non-breaching party may terminate this Agreement immediately upon written notice to Contractor after a failure to cure such breach within thirty (30) days of such notice.
- 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 Authority all Authority information or material that Contractor has in its possession and any fully-paid completed work product.

8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Authority. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

Except as otherwise required by law, all ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information that one party ("Discloser") shares with the other party ("Recipient") in connection with the performance of this Agreement that is marked or identified as confidential, or a reasonable person would believe to be confidential due to the nature of the information or manner of disclosure, shall be held confidential by Recipient and shall not, without the prior written consent of Discloser, 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 Recipient which is otherwise known to Recipient, becomes generally known to the public through no breach of Recipient, is authorized for disclosure by Discloser in writing, or is independently developed by Recipient without use of Discloser's Confidential Information shall be deemed confidential. Contractor acknowledges that Authority is a public entity subject to the requirements of the California Public Records Act and, as such, may be required to disclose information as a matter of law. Authority may disclose information in response to such request in its sole discretion, after giving advanced notice to Contractor as to any documentation marked "Confidential" with a reasonable opportunity to object, and shall bear no liability to Contractor for any such disclosure.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement ("Work Product") shall be the property of Contractor. Contractor hereby grants the Authority a nonexclusive, royalty-free,

perpetual, irrevocable, worldwide license to make, have made, modify and use any Work Product for internal use. Work Product does not include commercial software licensed to the Authority under a separate license agreement, nor the Authority's Confidential Information, which the Authority will continue to own.

13. RIGHT OF AUTHORITY TO INSPECT RECORDS OF CONTRACTOR

Authority, 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 financial records of Contractor relating to the Services (e.g., invoices, time sheets, receipts) 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 Authority. Any expenses not so recorded shall be disallowed by Authority. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to Authority.

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

All audit rights under this Section 13 require reasonable advanced notice to Contractor, may only be performed at a mutually agreeable time, during Contractor's normal business hours, and no more frequently than once annually.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Authority, its respective governing boards, 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 caused by the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Authority and Authority's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against

Authority (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Authority for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. LIMITATION OF LIABILITY

Notwithstanding any contrary provision in the Agreement, and to the maximum extent permitted by applicable law and regulations, in no event will either party be liable to the other party for (i) indirect, incidental, consequential, special, speculative or exemplary damages of any nature arising out of or related to this Agreement, even if such party has been advised of the possibility of such damages; or (ii) direct damages in an amount exceeding the greater of (a) twice (2x) the fees paid or payable to Contractor under the individual statement of work / "Scope of Services" giving rise to the claim in the twelve (12) months prior to the date the claim arose; or (b) \$250,000. The foregoing limitation shall not apply to Contractor's defense and indemnification obligations for property damage, personal injury or death caused by Contractor through performance of the Services.

16. HIRING CONTRACTOR PERSONNEL

If, during the term of the Agreement or one (1) year thereafter, the Authority hires one of Contractor's current employees or contractors as an employee of Authority, the Authority agrees to pay to Contractor 100% of the employee's or contractor's first year salary as a placement fee. Nothing in this Section will restrict the Authority's ability to recruit generally in the media, and the placement fee will not apply to any employee or contractor of Contractor who voluntarily applies for employment without having been initially and specifically solicited or recruited by the Authority.

17. INSURANCE REQUIREMENTS

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

18. WAIVER

Contractor agrees that waiver by Authority of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Authority's review,

acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. NOTICES

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

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050

And to Contractor addressed as follows:

Armanino, LLP
Attention: General Counsel
12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583

Notice shall be deemed to have been duly given when delivered personally, three (3) business days after deposit in the United States Mail, or one (1) business day after delivery with an overnight delivery service, addressed to the Party at the address above.

20. 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>).

21. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no Authority officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the 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 Authority if a conflict arises.

22. 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.

23. NO USE OF AUTHORITY NAME OR EMBLEM

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

24. 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.

25. 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.

26. CHANGE PROCEDURES AND AUTHORIZATION

- A. Contract Change Requests. Either party hereto may, from time to time, and at any time during the term hereof request a change. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the Products, Services, Deliverables or Schedules to be changed.
- B. Procedures. As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

- C. Change Orders. Any changes to this Agreement that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services, or (iii) changing or modifying Products or Services, not to exceed the maximum compensation of this Agreement unless otherwise set forth in writing, shall be made by a written change order duly authorized and executed by the Parties to this Agreement.

The change order shall be prepared in a form substantially similar to the form attached hereto as Exhibit E. The change order shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase.

- D. Amendments. Any changes to this Agreement that relate to (i) an increase in the maximum compensation of this Agreement, or (ii) the term of this Agreement, or (iii) any other terms or conditions of the Agreement not covered by the Change Order provisions set forth above, may only be made by a written amendment duly authorized and executed by the Parties to this Agreement.

27. COUNTERPARTS

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

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

SANTA CLARA STADIUM AUTHORITY
a California Joint Powers Authority

Approved as to Form:

Dated: _____

BRIAN DOYLE
Stadium Authority Counsel

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

"AUTHORITY"

ARMANINO, LLP
a California limited liability partnership

Dated: _____

By (Signature): _____
Name: Ryan Prindiville
Title: Partner
Principal Place of Business Address: 12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Email Address: ryan.prindiville@armaninollp.com
Telephone: (925) 790-2833
Fax: (925) 790-2601
"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. Introduction

- 1.1.** The Santa Clara Stadium Authority (Authority) wishes to implement a financial management system to account for all Authority related financial transactions, including finance (General Ledger (GL), Accounts Receivables (AR), Account Payables (AP), and Expense Reimbursements) and procurement (Purchase Order (PO), Contracts, and Inventory) functionalities.
- 1.2.** Forty Niners Stadium Management Company LLC (ManCo or Stadium Manager) is responsible for the day-to-day operations, accounting transactions, and financial reporting to the Authority for Non-NFL events and Shared Stadium Manager expenses. Authority authorizes Contractor to work with ManCo as necessary for delivery of Services hereunder, but ManCo is not a third party beneficiary to this Agreement. The Authority understands that Contractor's Services are dependent on timely and accurate information received from Authority and ManCo.
- 1.3.** Under this Agreement, Contractor shall provide the following services (collectively referred to as "Services"):
 - 1.3.1.** Implement Microsoft Dynamics Great Plains 2018 (Dynamics GP) and assist in program managing the vendor responsible for implementing SAP Concur. Contractor will not implement SAP Concur but will lead the effort for the integration between SAP Concur and Dynamics GP. Both Dynamics GP and SAP Concur are collectively referred to herein as "System".
 - 1.3.2.** Assess the current business and reporting processes performed by ManCo and Authority staff and provide recommendations to streamline the processes.
 - 1.3.3.** Evaluate the system platforms and reporting needs and provide solutions to address the requirements.
 - 1.3.4.** Provide recommendations to reduce the manual handling of supporting documentations and redaction process for staff.
 - 1.3.5.** Review the financial reporting needs with the Authority staff and provide recommendations to achieve the goals.
 - 1.3.6.** Assist in developing financial reporting policies for the Authority based on the new system and business processes.
 - 1.3.7.** Provide system customization and configuration resources, if necessary.
 - 1.3.8.** Assist and provide resources capable of report authoring based on the overall business process assessment.
 - 1.3.9.** Develop specific technology platform, module and integration recommendations to address the issues identified by ManCo and Authority.
 - 1.3.10.** Develop an implementation roadmap for current and future goals for ManCo and Authority based on Contractor's assessments.

2. Documents

- 2.1.** This Exhibit contains the following Appendix:

2.1.1. Appendix A-1: Standard Mapping Assumptions for Concur / Dynamic GP Integration

- 2.2.** To the extent not inconsistent with this Agreement between the Authority and Contractor including this Scope of Services, the Authority's SOQ 18-19-46 (including subsequent updates), Contractor's proposal response dated July 5, 2019, and Contractor's oral presentation materials dated March 12, 2020, is hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

3. Project Management

3.1. Contractor's Responsibilities

- 3.1.1.** The principal members of the Contractor's project team are shown below; however, it should be noted that final project resources will be determined and assigned upon execution of contract. In the event that the Contractor's Project Manager is removed from the project, Contractor will identify a replacement as quickly as possible in order to limit the impact to project deliverables and timelines.

Name	Role
Giles Zollar	Project Advisor
Zandra Montes	Project Manager
Liane McIlraith	Senior Dynamics GP Consultant
Ryan Prindiville	Engagement Partner

- 3.1.2.** The Contractor's Project Manager shall be the primary person communicating with the Authority and keeping Authority fully apprised on the status and progress of the project. The Contractor's Project Manager shall also be responsible for project schedule updates; creation and preparation of weekly progress reports and meeting minutes; adherence to project scheduling; tracking of issue and risk logs; and general project coordination.
- 3.1.3.** Contractor's Project Manager shall submit progress reports to the Authority's Project Manager on the project status no less than once per week. Reports shall include a summary of activities undertaken, progress achieved compared to plan, percent of overall work completed, and any other information deemed important.
- 3.1.4.** In general, the Contractor's Project Manager has the leadership role in carrying out the scope of work and implementation to successful completion and go-live. The Authority's Project Manager is primarily a support role to ensure the Authority's requirements are met and project is completed successfully and on schedule. Authority and Contractor Project Managers will jointly coordinate day-to-day execution of the Project Schedule. Authority and Contractor Project Managers will collaboratively manage project scope, budgets, issues, risks, communications and Change Orders.

3.2. Authority's Responsibilities

- 3.2.1.** Authority shall provide oversight for the entire project, but Contractor must provide overall project management for all tasks required to implement the systems and business processes.

- 3.2.2.** Authority shall assign a project manager who will work closely with Contractor to facilitate the successful completion of the project and who shall be responsible for supervising the staff of the Authority and coordinating with ManCo staff. The Authority's Project Manager shall maintain project communications with Contractor's Project Manager.
- 3.2.3.** Authority will provide technical and business staff to support the Contractor in the implementation of the systems.
- 3.2.4.** Authority will provide remote access to data and existing systems to Contractor in a timely manner.
- 3.2.5.** Authority will sign-off change orders pursuant to the Change Order procedures as provided in Section 26 of the Agreement.
- 3.2.6.** Authority shall make available facilities for Contractor project staff while on-site, including: on-site office space for Contractor project staff, supplies, outside network connection, conference call and meeting/training facilities including any necessary logistics support for class schedules, meeting rooms, training rooms, material reproduction, training workstations, training supplies, and general administrative support when required.
- 3.2.7.** Authority shall make available required baseline data, and systems access to support the requirements specified by the Authority and the project timeline.
- 3.2.8.** Authority shall make all required business process decisions in a timely manner to support the expected and mutually agreed project plan.

4. Project Schedule

- 4.1.** Contractor shall maintain a detailed project schedule (Project Schedule) that includes business assessment, system design, configuration, and deployment. The schedule shall include all tasks and responsibilities of the project with specific tasks tied to a responsible party. The Project Schedule will be confirmed jointly by Authority and Contractor prior to starting the project, and will be refined periodically throughout the project. Both parties will work together to address any impacts and/or delays to the Project Schedule due to the COVID-19 pandemic.
- 4.2.** Any addition to the scope may increase the project timeline. Both the Contractor and Authority Project Managers will evaluate the impact to the project schedule if a change order is requested and approved through a formal change order as described in the Agreement.
- 4.3.** Contractor shall use a phased work plan for the project as further detailed in Section 6 through Section 8 of this Exhibit.

5. PROJECT ASSUMPTIONS

5.1. General Assumptions

- 5.1.1.** Authority shall be responsible for purchasing and/or subscribing to in-scope software, modules and integration packs, as identified in this Exhibit.
- 5.1.2.** At least one user account will be set-up temporarily for Contractor as an administrator. If Authority's security policy prevents contractor accounts from being shared by Contractor's consultants, multiple accounts will be required.

- 5.1.3.** Authority shall procure and/or provide access to any third party hardware and business application, database and operating system software as needed for the Services.
- 5.1.4.** Unless stated otherwise in the software-specific assumptions below, project implementation will follow Contractor's methodology.
- 5.1.5.** Services will be provided on-site, unless otherwise specified and approved by Authority.
- 5.1.6.** Authority shall not record or film Contractor's delivery of professional services, resources, or materials, unless otherwise approved in writing by Contractor.
- 5.1.7.** Authority will commit the necessary resources and management ("Client Resources") to support the Services. Client shall designate Client Resources that are highly capable of understanding the project and effectively performing assigned tasks on behalf of Authority.
- 5.1.8.** Authority will perform tasks that have not been assigned to Contractor under this Agreement.
- 5.1.9.** Authority agrees to enter all relevant data into the data templates provided by Contractor, and manually update the templates with any subsequent changes.
- 5.1.10.** Authority is responsible for the accuracy and timeliness of the information provided to Contractor; incorrect data provided that requires discussion or rework may require additional hours.
- 5.1.11.** Authority is responsible for attending meetings. Failure to attend or repeated cancellation of project meetings may result in project delay and may be subject to additional costs.
- 5.1.12.** Authority will provide approval of completion of project activities and deliverables by signing off on applicable project documents as completed activities occur.
- 5.1.13.** Authority shall not provide any data to Contractor that contains credit card information or HIPAA-protected information ("Sensitive Information"). Should any such information be discovered by Contractor during the project, Authority shall immediately remove it. In no event will Contractor bring sensitive information into its own systems.
- 5.1.14.** Authority shall be solely responsible for any decision it makes against Contractor's advice, including without limitation moving to "go-live" prematurely.
- 5.1.15.** Authority understands and accepts that any issues with the System beyond Armanino's reasonable control (such as software bugs that are not resolved with reasonable configuration efforts or workarounds) are not Contractor's responsibility and shall not relieve Authority of its contractual payment obligations. Contractor will work closely with the relevant software provider or other necessary third parties in an attempt to resolve these issues on Authority's behalf, at additional cost.
- 5.1.16.** Any functionality not in a software product as of the date of this Agreement is out of scope unless otherwise noted herein. Implementing additional future functionality once generally available in the product may require additional services and costs.

- 5.1.17. Contractor is not responsible for any third party cost, whether software or otherwise, or incidental or consequential costs or liabilities that Authority may incur in connection with the Services, including as may result from project delay due to any cause whatsoever, regardless of whether Contractor has been advised regarding such cost.
- 5.1.18. If Contractor is forced to work weekends or after normal business hours due to project delays caused by the Authority, Contractor may require a Change Order in advance and additional costs may be incurred
- 5.1.19. A professional, respectable work environment must be maintained by both Parties.

5.2. Business Process

- 5.2.1. Authority is responsible for coordinating and facilitating internal decision-making on Authority business processes.
- 5.2.2. Authority is responsible for providing accurate and complete documentation of its existing and "to-be" business processes as requested by Contractor for the Services. If Authority fails or omits to provide information requested by Contractor to conduct its assessment, additional Contractor time may be necessary to review processes and capture Authority's requirements. Such additional effort will be incremental to the fee estimate and require a change order.
- 5.2.3. Contractor is responsible for conducting necessary interviews and walkthroughs of all the business processes performed by the ManCo staff to understand the current business processes and structure as per the scope identified herein.

5.3. Change Management

- 5.3.1. Authority shall be responsible for internal change management execution.

5.4. Configuration & Data Transfer

- 5.4.1. Authority will provide timely access to Client Resources and Subject Matter Experts (SMEs) to validate the system configuration.
- 5.4.2. Authority is responsible for providing new master data records and/or opening balances in proper format in the templates provided by Contractor to import into the new instance of Dynamics GP. Authority will provide timely and accurate feedback regarding system functionality and populated data.

5.5. Assessment

- 5.5.1. Authority will provide resources and subject matter experts (SMEs) with knowledge of current "as-is" processes and documentation where available.
- 5.5.2. Contractor will provide sufficient resources to obtain a complete understanding of ManCo.'s current business processes, system configurations, and provide necessary recommendations to streamline the processes in accordance with the requirements defined in this Agreement.
- 5.5.3. Authority will schedule capacity to support project schedule.
- 5.5.4. Authority will provide access to current roadmap and any existing plans and requirements documents previously developed, if available.

- 5.5.5. Any recommendations will be implemented at a later date through subsequent engagements.
- 5.5.6. Authority will make financial leadership team available to provide software-specific assumptions.

5.6. Concur / Dynamics GP Integration

- 5.6.1. Authority acknowledges that any product issues requiring TIBCO Scribe Support (the middleware technology for the Integration Pack) and/or engineering assistance that cannot be resolved by Contractor may delay the agreed upon go live or project completion dates and is not a reason to withhold payment for services rendered.
- 5.6.2. If as part of the project any software product does not function as documented by the software provider or if conversion data (if applicable) does not upload as intended by the software provider in a way beyond Contractor's control, Contractor will work closely with the relevant software provider to resolve such issues on Authority's behalf. No such effort has been included in the current estimate and, if applicable, will be incremental to the estimate provided.
- 5.6.3. Authority will subscribe to Microsoft Dynamics GP Web Services as required under a separate agreement with selected Dynamics GP Hosting service provider.
- 5.6.4. Active Directory is required, the server must be joined to a domain.
- 5.6.5. Storage requirements minimal – approximately 1 gig additional disk space required for install, Client will provide necessary space for Armanino.
- 5.6.6. Web Services security database will be created in SQL – minimal disk space needed for this database is assumed available.
- 5.6.7. Authority will provide a test Microsoft Dynamics GP environment which is identical to the production environment.
- 5.6.8. It is assumed Authority's server meets the Microsoft system requirements for the current Dynamics GP version.

5.7. DYNAMICS GP

- 5.7.1. Chart of accounts will be the same for all companies.
- 5.7.2. Vendors and customers will be the same for those companies that use AP and AR.
- 5.7.3. Module setup and configuration documents will be the same for all companies.
- 5.7.4. During the Plan & Analyze phase, Authority will have the key people at the workshops to make these meetings efficient.
- 5.7.5. Data import estimate is based on one sample test load and one final data load. Additional data loads will be incremental to the estimate provided.
- 5.7.6. Minimum changes to standard Dynamics forms are assumed for the reports listed to be modified. Major changes will require additional effort.
- 5.7.7. Training course content will be defined during the Plan & Analyze phase per your needs. Objective will be to enable Authority's users to become proficient on the functionality for the project. If additional training is desired, Contractor

can adjust its estimate. Custom training manual prices are not included in current estimate.

- 5.7.8. Should Authority decide to change its current chart of accounts, customer IDs or vendor IDs (or other master data elements) as part of this project, there will be additional time required from Authority's team to create "maps" to provide the new data in Contractor's data templates. This will typically slow down the project and require additional effort on Authority's part. In the event that additional effort is necessary from the Contractor, a Change Order will be required.

6. ACCOUNTING ENABLEMENT ASSESSMENT AND ROADMAP SERVICES

6.1. Current State People, Process and Technology Assessment

- 6.1.1. Contractor shall examine current state processes and organization with an eye for transformation to:
 - 6.1.1.1. Improve and potentially automate transactions and reporting non-NFL financials to the Authority.
 - 6.1.1.2. Understand actual needs, and then identify ways to address efficiency, GAAP reporting, and improve capabilities.
 - 6.1.1.3. Allow personnel within the organization to focus on the right activity by creating dedicated roles and processes for non-NFL business transactions and reporting.
- 6.1.2. Contractor shall examine existing technology configuration and evaluate existing processes, modules and usage relevant to enabling future growth opportunities and better operational efficiencies.

6.2. Future State Recommendations (Roadmap)

- 6.2.1. Contractor shall identify and document recommended business process changes and range of options for near term and longer-term goals.
- 6.2.2. Contractor shall develop high-level future state people (staffing), process and technology roadmap in conjunction with leadership of the Santa Clara Stadium Authority and Stadium Manager.

7. CONCUR / DYNAMICS GP INTEGRATION

7.1. Integration Modules

7.1.1. Payables Invoices

- 7.1.1.1. Contractor shall integrate SAP Concur Invoices to the following location in Microsoft Dynamics GP:
 - 7.1.1.1.1. Payables Invoices and/or
 - 7.1.1.1.2. Journal Entries

7.1.2. Expense Reports

- 7.1.2.1. Contractor shall integrate SAP Concur Expense Reports to the following location in Microsoft Dynamics GP:
 - 7.1.2.1.1. AP Bills and/or

7.1.2.1.2. Journal Entries

7.2. Integration Configuration

- 7.2.1.** Contractor shall update up to four (4) list items in SAP Concur from Microsoft Dynamics GP. Contractor shall work with Authority to define the lists prior to integration. Contractor shall work with ManCo to obtain data in the system to determine viability.
- 7.2.2.** Contractor shall integrate up to two (2) Dynamics GP Databases.
- 7.2.3.** Contractor assumes that:
 - 7.2.3.1.** Multi-Currency is available.
 - 7.2.3.2.** Dynamics GP will be the master source of data unless otherwise noted.
 - 7.2.3.3.** The integration will follow the mapping in Appendix A-1.
 - 7.2.3.4.** Up to three (3) custom fields are included in this scope. Note that custom fields must be defined prior to integration mapping, and available in export from SAP Concur/available field within Dynamics GP.
 - 7.2.3.5.** SAP Concur extract will dictate availability of Dynamics GP fields to populate. Contractor cannot guarantee all requested fields will be available until a final SAP Concur extract file can be reviewed.
 - 7.2.3.6.** SAP Concur extract must be in standard accounting extract format. Export data will affect available integration points. Authority will work with SAP Concur to create extract file in SAP Concur's standard accounting extract.
 - 7.2.3.7.** SAP Concur extracts will be comma delimited and not in a compressed (zip) format.
 - 7.2.3.8.** Additional integration objects will affect overall project timeline and cost
 - 7.2.3.9.** Dynamics GP sandbox environment will be necessary for initial set-up of integration. Sandbox must match production exactly at all times during implementation.

7.3. Out of Scope items

- 7.3.1.** The following are out of scope items and will be at additional charge should the Authority require Contractor to perform the services:
 - 7.3.1.1.** Data extraction from Authority's legacy system(s), cleansing or enrichment, including formatting of extract file.
 - 7.3.1.2.** Custom Reports.
 - 7.3.1.3.** Development or delivery of any customized/Company-specific client or end-user training.
 - 7.3.1.4.** Any customization required if sandbox environment does not match production.

- 7.3.1.5. Any functionality not in the product as of the date of the execution of this Agreement, unless otherwise noted in this Exhibit. Implementing additional future functionality once generally available in the product may require additional services and costs.

8. DYNAMICS GP IMPLEMENTATION

8.1. Phase I - Plan & Analyze

8.1.1. Project Requirements Analysis

- 8.1.1.1. Contractor shall conduct discovery workshops to assess the current business and reporting processes, and provide recommendations for the setup and use of Dynamics GP related to these modules. If process flows and existing processes are not available and established, additional time may be required to perform process engineering and design.

- 8.1.1.1.1. General Ledger

- 8.1.1.1.2. Chart of Accounts Review

- 8.1.1.1.3. Accounts Payable

- 8.1.1.1.4. Bank Reconciliation

- 8.1.1.1.5. Accounts Receivable

- 8.1.1.1.6. Purchase Orders with Approval Workflow

- 8.1.1.1.7. Fixed Assets

- 8.1.1.1.8. Sales Order Processing

- 8.1.1.1.9. Mekorma MICR Check Printing

- 8.1.1.1.10. Encore Business Solutions Project Tracking with Budgets

- 8.1.1.1.11. Management Reporter

- 8.1.1.1.12. Standard Reports for Non-NFL Events

8.1.2. Deliverables

- 8.1.2.1. Updated Scope of Services and level of estimate if needed

- 8.1.2.2. Module/Report Specification Recommendations Based on Assessment

- 8.1.2.3. Training Plan

8.2. Phase II - Design & Configure

8.2.1. Software Initial Installation

- 8.2.1.1. Contractor shall configure and install system and application software in accordance with the Authority-approved business process map developed during Phase I. The software subscription period start date will be the date of the Dynamics GP implementation kick-off meeting. The Dynamics GP software and related 3rd party software Encore Project Tracking w/Advanced

Analytics, Encore Project Tracking Budgeting, and Mekorma MICR for Payables, will be provided by the designated Dynamics GP hosting service provider under a separate agreement between the Authority and the designated Dynamics GP hosting service provider.

- 8.2.1.2. Contractor shall create both test and production databases and provide Authority with secure access.

8.2.2. Solution Build

- 8.2.2.1. Contractor shall set up Dynamics GP for the following modules based on requirement assessments:

- 8.2.2.1.1. General Ledger
- 8.2.2.1.2. Chart of Accounts Review
- 8.2.2.1.3. Accounts Payable
- 8.2.2.1.4. Bank Reconciliation
- 8.2.2.1.5. Accounts Receivable
- 8.2.2.1.6. Purchase Orders with Approval Workflow
- 8.2.2.1.7. Fixed Assets
- 8.2.2.1.8. Sales Order Processing
- 8.2.2.1.9. Mekorma MICR Check Printing
- 8.2.2.1.10. Encore Business Solutions Project Tracking with Budgets
- 8.2.2.1.11. Management Reporter
- 8.2.2.1.12. Standard Reports for Non-NFL Events

- 8.2.2.2. Contractor shall migrate master file data for vendors and customers. Authority has made the decision to not migrate any General Ledger transaction or transaction summary data. Migration of any General Ledger monthly summaries may require a change order.

- 8.2.2.3. Contractor shall create reports and business forms (e.g., AP Checks) based on requirement assessments.

8.2.3. Deliverables

- 8.2.3.1. Solution Review Walkthrough Support
- 8.2.3.2. Default User Testing Plan provided to Authority for editing

8.3. Phase III – Test and Train

8.3.1. System Administrator Training

- 8.3.1.1. Contractor shall offer at least eight (8) hours of on-site and/or remote based training to system administrator(s) in the form of “train-the-trainer” to enable them to learn the software functions and subsequently provide future training for new users.

8.3.2. End User Training

8.3.2.1. Contractor shall deliver at least thirty-two (32) hours of on-site (or remote training using screen share and video as is appropriate given shelter in place orders) training to end-users for the following Dynamics GP modules:

8.3.2.1.1. General Ledger

8.3.2.1.2. Management Reporter

8.3.2.1.3. Accounts Payable

8.3.2.1.4. Bank Reconciliation

8.3.2.1.5. Accounts Receivable

8.3.2.1.6. Encore Business Solutions Project Tracking with Budgets

8.3.2.1.7. Purchase Orders with Approval Workflow

8.3.2.1.8. Fixed Assets

8.3.2.1.9. Sales Order Processing

8.3.2.1.10. Mekorma MICR Check Printing

8.3.2.1.11. Standard Reports for Non-NFL Events

8.3.3. User Acceptance Testing

8.3.3.1. Contractor shall provide User Acceptance Testing (UAT) support. However, the Authority shall hold primary responsibility for:

8.3.3.1.1. Creating UAT business cases/scripts and executing UAT scripts.

8.3.3.1.2. Ensuring the necessary master data is available in the test environment to execute test cases.

8.3.3.1.3. Ensuring all UAT testers have been properly trained on their UAT responsibilities and the software.

8.3.3.1.4. Signing off on the completed UAT before the system can be moved to production.

8.3.3.2. Should Authority require Contractor to create UAT business cases/scripts and execute the UAT scripts, Contractor estimates 1-3 days onsite at additional cost.

8.3.4. Deliverables

8.3.4.1. Trained Stakeholders

8.3.4.2. Signed-off Client User Acceptance Test (UAT)

8.4. Phase IV - Deploy

8.4.1. Processes

8.4.1.1. Authority has made the decision to not migrate any general ledger transaction or transaction summary data.

- 8.4.1.2.** Contractor shall perform data migration at cutover for open Accounts Receivable, open Accounts Payable, and open Bank Transactions (up to 4 checkbooks).
- 8.4.1.3.** Contractor shall provide “Go Live” support to ensure that all aspects of the system are operating as expected.
- 8.4.1.4.** First Month-end Closing – Contractor will assist in performing the monthly close of the General Ledger, Accounts Receivable, and Accounts payable, reconciling sub-ledgers to the General ledger, and discussing financial accruals.

8.4.2. Deliverables

- 8.4.2.1.** Month-end Closing Checklist
- 8.4.2.2.** Financial Reporting Policies including high level policies such as, what levels of write-offs need approvals; however this engagement does not include standard operating procedures or desk procedures. Additional training and desktop procedures or internal controls documentation can be provided in a separate engagement as required.
- 8.4.2.3.** Non-NFL Events Financial Reports

9. ADDITIONAL SERVICES

Unless otherwise included in this Scope of Services, any additional services required shall be at additional cost. Additional services include but are not limited to:

- 9.1.** Customized Training Plan
- 9.2.** Creation of Desk Procedures
- 9.3.** UAT Planning & Administration
- 9.4.** Managed Services

APPENDIX A-1
STANDARD MAPPING ASSUMPTIONS FOR CONCUR / DYNAMICS GP
INTEGRATION

GP Payables Document Integration		
GP (Destination)	Type	Source
BatchKey_Id	String	"CONCUR"
Date	DateTime	
Description	String	
DocumentAmount_Value	Decimal	expensereport.TotalApprovedAmount
PurchasesAmount_Value	Decimal	expensereport.TotalApprovedAmount
VendorDocumentNumber	String	expensereport.ID
VendorKey_ID	String	
GP Payables Document Integration		
GP (Destination)	Type	Source
CreditAmount_Value	Decimal	"0"
DebitAmount_Value	Decimal	expensereport.expensereport_entries.JournalAmount
DistributionTypeKey_Id	String	6
DocType	Integer16	1
GLAccountKey_ID	String	
Key_PayablesDocumentKey_Id	String	PayablesInvoiceCreate.Key_Id
Key_SequenceNumber	Integer32	PayablesInvoiceCreate.Key_Id
VendorId	String	
GP Journal Entry Integration		
GP (Destination)	Type	Source
AddressKey_ID	String(15)	
Amount1099_Currency	String(3)	"USD"
Amount1099_DecimalDigits	Integer32	
Amount1099_Value	Decimal	Amount
ApplyWithholding	Integer16	
BackupFreightAmount	Decimal	
BackoutMiscAmount	Decimal	
BackoutPurchaseAmount	Decimal	
BatchKey_Id	String(15)	"Concur"

EXHIBIT B SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum compensation the Authority will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Ninety-Eight Thousand Four Hundred Sixty Dollars (\$198,460)**, subject to annual appropriation of funds. Any additional professional fees, costs and expenses requested by Authority that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEES FOR PROFESSIONAL SERVICES

2.1. Accounting Enablement Assessment & Roadmap Services

Contractor fees for the Accounting Enablement Assessment & Roadmap Services as specified in Section 6 of Exhibit A will be a fixed fee of \$60,900. The fee will be invoiced by Contractor and payable as set forth in Table B-1:

Table B-1: Accounting Enablement Assessment & Roadmap Services Fees

Description	Total
Accounting Enablement Assessment & Roadmap Services	\$58,000
Administration & Technology Fee – 5%	\$2,900
Total Cost	\$60,900
Payment Terms	Total
100% Billed Upon Authority's Signature	\$60,900

2.2. Concur / Dynamics GP Integration

Contractor fees for the Concur / Dynamics GP Integration Services as specified in Section 7 of Exhibit A will be a fixed fee of \$8,400. The fee will be invoiced by Contractor and payable as set forth Table B-2:

Table B-2: Concur / Dynamics GP Integration Fees

Description	Total
Concur / Dynamics GP Integration Services	\$8,000
Administration & Technology Fee – 5%	\$400
Total Cost	\$8,400
Payment Terms	Total
100% Billed Upon Authority's Signature	\$8,400

2.3. Dynamics GP Implementation

- 2.3.1.** The Dynamics GP Implementation Services as specified in Section 8 of Exhibit A will be provided on a time-and-materials basis, based on the actual number of hours worked by Contractor. Table B-3 below represents Contractor's best estimate of fees and Table B-4 provides the hourly rates for

personnel actually engaged in the services. Authority understands and agrees that actual fees may differ. The estimate of fees does not account for presently unknown circumstances that create uncertainty, such as Authority's level of participation, complexity of business processes and requirements, changes in scope of work, changes in assumptions, or other conditions outside of Contractor's reasonable control. Contractor shall notify Authority if cost estimates will be exceeded, and any changes will be addressed through the Change Order process described in this Agreement.

Table B-3: Dynamics GP Implementation Estimate of Hours

Project Phase/Stage	Low	High
Project Management (status reports, issue log, etc.)	50	71
Phase 1 – Plan & Analyze	75	109
Phase 2 – Design & Configure	99	137
Phase 3 – Test & Train	47	68
Phase 4 – Deploy	26	37
Total Estimated Hours	297	422
Services Estimate (Rounded)	\$69,800	\$99,200
Administration & Technology Fee	\$3,490	\$4,960
Total Estimated Fees	\$73,290	\$104,160

Table B-4: Dynamics GP Implementation Rate Schedule

Classification	Hourly Rate
Consultant	\$225
Sr. Consultant	\$245
Manager / Sr. Manager	\$250-300
Director / Partner	\$350-450

- 2.3.2. Contractor shall invoice Authority twice monthly based on the time and materials incurred during the previous half month.

2.4. ASSUMPTIONS

- 2.4.1. Should Authority terminate the Agreement before completion of the Services, Contractor will be entitled to payment for hours actually worked at standard hourly rates as set forth in this Exhibit through effective date of termination.
- 2.4.2. The fees include Contractor's standard administrative and technology fee equal to 5% of the consulting fees. This fee includes costs such as engagement and project management technology (e.g., hosted/cloud services, equipment, internet and engagement software), time for scheduling resources, billing report production and, where applicable, local travel time for local resources staffed on the Project. It is anticipated that there will be no other reimbursable expenses for this Project. In the event reimbursable expenses are going to be incurred, Authority will require pre-approval.
- 2.4.3. Contractor shall perform Services during normal business hours (defined as 7a.m. to 7p.m. Monday through Friday, U.S. Pacific Time). If Authority requests that Contractor perform its work during non-business hours, and Contractor agrees to proceed with such work, Authority may be charged a premium in the amount of 25% of the standard hourly rate for the individual(s)

performing such work. Authority may be charged a premium in the amount of 100% (double the standard hourly rate) if work is required to be performed on official holidays. In no event will Contractor be paid premium pay for work completed during non-business hours due to Contractor's delay or fault.

3. ADDITIONAL SERVICES

In the event that additional products and/or services are required that are outside the scope of this agreement, then Authority and Contractor shall negotiate a price for such products and/or services. Authority has set aside the amount \$25,000 for the payment of additional products and services. The Parties shall execute a Change Order outlining the services and/or products requested in accordance with Section 26 of the Agreement.

4. GP-CONCUR INVOICES INTEGRATION PACK SUBSCRIPTION AGREEMENT

The annual fees for GP-Concur Invoices Integration Pack Subscription Agreement shall be as provided in Exhibit D. A separate Purchase Order (PO) will be issued for each year at the discretion of the Authority. This PO shall not be included in calculating the Maximum Compensation under this Agreement.

5. INVOICING

Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of Authority, 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 Authority, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the Santa Clara Stadium Authority so that any other coverage held by Authority 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 Santa Clara Stadium Authority, its respective governing boards, 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. The Authority understands and approves that Contractor's coverage contains a self-retention.

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. Santa Clara Stadium Authority, its respective governing board, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for Authority, using Insurance Services Office (ISO) Endorsement CNA74879XX (1-15).
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 Authority 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 Authority at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and Authority 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 Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Authority 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 Authority or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with

reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.

3. Authority 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 Authority and as described in this Agreement. Contractor shall file with Authority all certificates and endorsements for the required insurance policies for Authority'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 Authority, or its representative as set forth below, at or prior to execution of this Agreement. Upon Authority's request, Contractor shall submit to Authority 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 Authority pursuant to this Agreement shall be e-mailed to:

EBIX Inc.
Santa Clara Stadium Authority
P.O. Box 100085 – S2
Duluth, GA 30096
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 Authority or its insurance compliance representatives.

EXHIBIT D

GP-CONCUR INVOICES INTEGRATION PACK SUBSCRIPTION AGREEMENT

Term: Initial 1 Year, commencing upon Authority's signature

Product name	Description	Annual Fee
GP-Concur Invoice Integration Pack	The GP-Concur Invoices Integration Pack includes the migration of Invoices to AP Invoices within GP. The Integration Pack can run on-demand as well as in a scheduled capacity.	\$2,500
GP-Concur Expense Reports Integration Pack	The GP-Concur Expense Reports Integration Pack includes the migration of Expense Reports to AP Invoices within GP. The Integration Pack can run on-demand as well as in a scheduled capacity.	\$2,500
Support with Integration Packs	Integration Packs include year-round hosting, monitoring, first level support, and API level support for upgrades of underlying cloud solutions and error-handling.	Included
Annual Subscription Fee		\$5,000

The Integration Packs are subject to the Integration Pack Terms & Conditions ("Pack Terms") and the Concur Authorization and Terms of Use, both located at <https://www.armaninollc.com/terms/>

Upon signing this contract, Armanino Solutions, LLC ("Armanino Solutions") will generate an invoice for the first year subscription and support. 100% payment of our invoice is due to Armanino Solutions prior to delivery of the integration pack. The payments must be remitted to one of the following addresses:

Armanino Solutions, LLC

Routing # 121144696
Account # 1093525
CA Bank of Commerce
3595 Mt. Diablo Blvd., 2nd Floor
Lafayette, CA 94549

Overnight

Armanino Solutions, LLC
Attn: Accounts Receivable
12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583

Lockbox/Mail:

Armanino Solutions, LLC
PO Box 399246
San Francisco, CA 94139-8285

All payments are non-refundable and software licenses and subscriptions and support agreements are non-cancellable mid-Term. A separate Purchase Order will be issued for each year at the discretion of the Authority.

All subscription licenses will automatically renew for additional subscription periods of one year at the then-current price and subject to the then-current version of the applicable terms unless either party gives the other party notice of non-renewal in accordance with the Pack Terms. Any increase to the fees may not exceed three percent (3%) over the previous year's fees. You will receive an invoice in advance of a Renewal Period, and Armanino Solutions reserves the right to immediately suspend access to the integration pack if the invoice is not paid in full before the Renewal Term begins.

[SIGNATURES NEXT PAGE]

Armanino Solutions, LLC

12657 Alcosta Blvd #500
San Ramon, CA 94583
United States

Santa Clara Stadium Authority

1500 Warburton Ave.
Santa Clara, CA 95050
United States

Authorized Executive Signature

Authorized Executive Signature

____Ryan Prindiville_____
Print Name

Print Name

____Officer_____
Print Title

Print Title

Date of Signature

Date of Signature

EXHIBIT E
CHANGE ORDER FORM

Pursuant to Section ___ of the Agreement between the Authority and _____, the Agreement is hereby amended as follows:

(The following language is hereby provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

Total	

2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

Total	

3. EXHIBIT ___ is hereby amended to read as set forth in the Revised EXHIBIT ___ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

Maximum Contract Amount:	
Total Cost of Change:	
Total Credit of Change:	
Previous Amendments and/or Change Orders:	

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.

Armanino, LLP, Contractor

Date

Santa Clara Stadium Authority

Date



**Framework Agreement
Between
The Santa Clara Stadium Authority
and
SaaSplaza Inc.**

Draft

Author	SaaSplaza Inc
Date	October 2016
Version	1.5 for Customers AMER
Classification	Confidential Information



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THE UNDERSIGNED

SaaSPlaza, Inc., a private corporation, incorporated under the laws of Delaware, USA, and with its principal place of business located at 5963 La Place Court, Suite 302, Carlsbad, CA 92008, United States of America. Hereinafter referred to as “SaaSPlaza”,

and

The Santa Clara Stadium Authority, registered and maintaining its office at 1500 Warburton Avenue, Santa Clara, CA 95050, USA, hereinafter called the “Customer”;

SaaSPlaza and Customer are hereinafter also individually referred to as “Party” or jointly as “Parties”

On this day of July 23, 2020, parties wish to lay down their agreement as follows:

TAKING INTO CONSIDERATION THAT

- a) SaaSPlaza is a “software as a Service” platform provider that offers Cloud Services that can be used by Customer;
- b) Parties will cooperate and strive for a successful implementation of the Cloud Services of SaaSPlaza for Customer as defined below;
- e) Parties wish to document their respective rights and obligations with regard to their cooperation as stipulated in this Framework Agreement.

PARTIES AGREE AS FOLLOWS

Section 1 Definitions

Capitalized words in this Agreement are defined and have a meaning as set forth below:

- 1.1. **Affiliate(s)** any group company of SaaSPlaza or Customer as applicable and all persons and entities directly or indirectly controlling, controlled by or under control of SaaSPlaza or Customer, whereby control may be by management authority, equity, interest or otherwise.
- 1.2. **Agreement**: the underlying Framework Agreement including any and all Exhibits or Attachments hereto.
- 1.3. **Exhibit**: annex or attachment to this Framework Agreement which is incorporated herein by reference and which forms an integral part of this Agreement.
- 1.4. **Cloud Service**: the specific software solution and configuration delivered by SaaSPlaza to the Customer making use of the Services.
- 1.5. **Intellectual Property Rights**: any and all intellectual property rights as granted in any jurisdiction such as copyrights, patent rights, trade name rights, trade mark rights, inventions, software, source codes, programming, symbols, names, images, designs, research and technical documents and materials, other intellectual and industrial property rights, utility



- model rights, and rights of action in relation to Confidential Information, and any rights of action in relation to trade names, trading styles and/or domain names;
- 1.6. **MySaaSPlaza:** the secured portal which is used to communicate between Parties with regard to all relevant information in this Agreement, enter support tickets, and repository of Customer information.
 - 1.7. **SaaS:** Software as a Service; the delivery of software over an IP Network.
 - 1.8. **SaaSPlaza Platform:** the configuration of hardware, software and network used by SaaSPlaza in order to deliver the Services to Customer.
 - 1.9. **SaaSPlaza Price Sheets:** the standard document in which all SaaSPlaza's Services and the prices thereof are described and that is accessible via the MySaaSPlaza portal.
 - 1.10. **Services:** all services delivered by or on behalf of SaaSPlaza, or by or on behalf of a third party software vendor directly to Customer in accordance with the Service Addendum and the SLA
 - 1.11. **Service Addendum (or Service Agreement):** the document containing specifications agreed to between Parties for the scope of delivery of the Services in order to enable the delivery of Cloud Services, including such Services to Customer that can be found on the MySaaSPlaza portal.
 - 1.12. **SLA:** the Service Level Agreement between Parties that is attached hereto as Exhibit 1, or any Service Level Agreement of a third party software vendor.
 - 1.13. **Software:** the applications offered by a software vendor and available on the SaaSPlaza Platform which can be part of the Cloud Services.
 - 1.14. **EULA:** a third party agreement regarding the use of Software or Service which directly applies between Customer and the concerning third party software vendor.
 - 1.15. Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, reference to natural persons shall include bodies corporate, references to "include" and "including" shall be construed as incorporating "but not limited to" or "without limitation", the use of any gender shall include all genders.

Section 2 Scope of this Agreement

- 2.1. The Services will be delivered in accordance with the Service Addendum and the SLA.
- 2.2. In the event any Cloud Services for Customer require Services other than the Services offered by SaaSPlaza, Parties will consult and agree on the delivery of such other Services. However, SaaSPlaza has no obligation to deliver such other Services without any written and agreed upon arrangement.
- 2.3. Each Party will appoint a person (and a substitute) to discuss the execution of the Agreement on an annual basis.
- 2.4. Customer acknowledges SaaSPlaza's right to refresh the terms and conditions of this Agreement, to safeguard the actuality of terms and conditions with SaaSPlaza's evolving Services portfolio. SaaSPlaza's updates shall not materially reduce the level of functionality, support, and any other standards described in this Agreement. Customer will be notified two (2) months in advance of such intended changes and may terminate this Agreement or any Service Addendum if the intended changes are not acceptable to the Customer.
- 2.5. Customer shall comply in all respects with procedures set forth by SaaSPlaza with respect to reporting, order processing and the like, provided such policies and procedures are reasonable and are notified by SaaSPlaza to Customer in writing and that Customer is given at least 1 (one) month's advance notice of any change to a policy or procedure. Customer



may terminate this Agreement or any Service Addendum if it reasonably considers that the proposed change to the policy or procedure will have a materially adverse effect on Customer.

- 2.6. Each Party is obliged to inform the other of any problems in the Services, the unauthorized use of Software or the Services or any dispute concerning the Services. If necessary, each Party will render all reasonable assistance necessary to solve the problems or to protect the position of the other Party.

Section 3 Rights and obligations of Customer

- 3.1. If Customer requires access rights to the SaaSPlaza environment, such as database administrator rights, operating system administration rights or any other rights enabling the Customer to influence the Software or the Services, the Customer will be fully responsible for any influence on the Software or Services. In any case, where the use of the preceding rights by Customer leads to disruption of the Service or Software of any sort, the SaaSPlaza SLA shall not be applicable, nor can Customer hold SaaSPlaza liable for any damage caused by actions of Customer. Any cost incurred by SaaSPlaza to repair the disruption in the Service or Software will be charged to Customer. Furthermore, Customer shall indemnify SaaSPlaza against any third party claims, including but not limited to, the licensors of the Software, as a result thereof.
- 3.2. The customer satisfaction of the Cloud Service is a joint responsibility of both Parties.
- 3.3. Customer is obliged to take care of the necessary Software licenses for the Cloud Services. Each Service Addendum has to be completed and identifying which Software licenses are chosen and which Party will supply these Software licenses.
- 3.4. Customer will at any and all times comply with the terms and conditions for the use of the Software, as issued by the manufacturer, whether Customer or SaaSPlaza is responsible for the licensing of the Software. Customer shall indemnify SaaSPlaza for third party claims as a result of a breach of the guarantee stipulated in this Section.

Section 4 SaaSPlaza Rights and Obligations

- 4.1. SaaSPlaza will deliver the Services to Customer on a non-exclusive basis. SaaSPlaza will perform the Services with best care and skill according to the Service Addendum and the SLA. SaaSPlaza does not warrant that the Services and Software will operate in an error free manner, but shall endeavor to consistently provide a quality in its Services in accordance with this Agreement and the SLA. Upon malfunctioning of the Software, SaaSPlaza will transfer to Customer its title to claim (if needed, available and possible) for the repair of the Software.
- 4.2. If SaaSPlaza is responsible for the licensing of any Software it shall comply with the relevant license terms of the manufacturer for the distribution of the Software in question, except in the event of a EULA, which will be explicitly specified in the relevant Service Addendum. This accordingly may apply to relevant Service Level Agreements of third party software vendors.
- 4.3. SaaSPlaza makes no other warranty or representation, either expressed or implied, with respect to the Services, including their quality, performance, merchantability or fitness for a particular purpose. SaaSPlaza's sole obligations with respect to the Services shall be to endeavor to deliver the Services with best care and skill.
- 4.4. SaaSPlaza will provide Customer, via the MySaaSPlaza portal, with standard usage information in sufficient detail and at sufficiently frequent intervals.



Section 5 MySaaSPlaza

- 1.1. Parties will use the MySaaSPlaza portal to inform each other about all relevant information regarding this Framework Agreement and the execution thereof.
- 5.1. Customer will have its own MySaaSPlaza portal to create and manage its Cloud Services portfolio and to register all abovementioned information. It is essential that Customer keeps the information relevant for the execution of the Services accurate and up to date. Without such updated accurate information on Customer's MySaaSPlaza site, SaaSPlaza cannot guarantee the proper execution of this Agreement, including the SLA.
- 5.2. SaaSPlaza is not liable for loss and/or other damages arising out of or connected with wrong or out of date information in the MySaaSPlaza portal which is relevant for the execution of the Agreement.

Section 6 Fees and payments

- 6.1. The available Software and the prices related to the Services thereof as provided by SaaSPlaza are documented in the SaaSPlaza Price sheets.
- 6.2. All amounts payable by Customer under the Agreement are exclusive of any tax (including but not limited to withholding taxes and GST/VAT), custom duties or other government levies that have been or shall be imposed of whatever nature and in any jurisdiction. Customer shall bear and pay all such taxes.
- 6.3. Unless otherwise agreed in writing, invoicing will start as soon as SaaSPlaza has delivered the Services, but in any event no later than two (2) weeks following the delivery of the Services by SaaSPlaza to the Customer. In case Customer has substantiated reason not to accept the delivery, Parties will agree on a new delivery date within a reasonable timeframe.
- 6.4. SaaSPlaza is entitled to adjust the prices for the Services once (1) per calendar year in accordance with reference to the percentage change in the United States CPI (Consumer Price Index as published by the US Bureau of Labor Statistics) over the most recent 12 months for which published data is available at that point in time. Such price adjustments will usually be announced in November and will be effective for the following calendar year beginning in January. SaaSPlaza will invoice Customer monthly thereafter based on the Service Addenda in effect at that time.
- 6.5. The payment term of any invoice is net thirty (30) days upon receipt of an approved invoice.
- 6.6. Software License prices registered by SaaSPlaza are charged according to vendor prices plus markup by SaaSPlaza. SaaSPlaza is entitled to adjust these prices at any moment when price adjustments are announced by the vendor. Customer may terminate the Agreement or any Service Addendum if the price increase is not acceptable to Customer.
- 6.7. Any dispute(s) on an invoice need to be delivered in writing to SaaSPlaza before the due date of the invoice including a reasonable rationale of the dispute and the amount the dispute reflects. When no such dispute is received within this timeframe, the invoices will be deemed undisputed.
- 6.8. If payment under this Agreement or any Service Addendum of any invoice is delayed more than 30 days, SaaSPlaza is entitled to downgrade the Services and support thereof as prescribed in the SLA. If payment under this Agreement or any Service Addendum for any invoice is delayed more than 60 days, SaaSPlaza shall no longer be bound by the SLA and SaaSPlaza has the right to suspend or terminate the delivery of the Service(s). The foregoing is notwithstanding any other rights SaaSPlaza shall have under the Agreement or under statutory law.



Section 7 Intellectual property and data protection

- 7.1. All copyrights and all other intellectual and/or industrial property rights in the Services and Software as provided by SaaSPlaza under this Agreement, in whatever form, will remain solely vested in SaaSPlaza or its licensors and will not be assigned to Customer.
- 7.2. SaaSPlaza shall not obtain ownership or intellectual property rights to Customer's data.
- 7.3. Customer will follow all reasonable instructions given by SaaSPlaza from time to time with regard to the use of all intellectual and/or industrial property rights as documented above and other indications of the property and rights of SaaSPlaza or its licensors and SaaSPlaza will do the same for Customer in respect of Customer, their licensors or any Customers' intellectual or industrial property rights.
- 7.4. Parties shall respect the applicable laws and regulations with respect to data protection and shall not obtain ownership or intellectual property rights to each other's data. With regard to the protection of personal data, Parties shall observe the provisions set forth in Exhibit 2 (Personal Data Protection).
- 7.5. Parties warrant that, to the best of their knowledge, the intellectual property rights as set forth herein, to which they or their licensors are the proprietary owner(s), do not infringe upon any third party's intellectual property rights.

Section 8 Confidentiality

- 8.1. During the period of this Agreement and 5 years after termination of this agreement, Parties shall retain in confidence, and shall not use any and all information, related to this Agreement and the Services.
- 8.2. Parties will take all necessary measures to safeguard this confidentiality.
- 8.3. The Parties will oblige their employees and/or third parties to observe this obligation of confidentiality.
- 8.4. The obligations under this Section will not apply to (any part of) information and/or data which is.
 - I. Already known to the other party
 - II. Publicly known
 - III. Received from a third party without restriction or
 - IV. Disclosed pursuant to legal requirement or order
- 8.5. Both Parties warrant to treat any and all data and the information specified therein as strictly confidential and to prevent to transfer to and access for third parties without the prior written approval of the other Party. This obligation applies for an indefinite period of time.

Section 9 Liability, Indemnification and Force Majeure

- 9.1. SaaSPlaza does not accept any statutory liability to pay damages unless and insofar as is described in this Section 9.
- 9.2. Any losses relating to any non-performance of SaaSPlaza under the SLA will be assumed to be fully and finally settled by means of the compensation as set forth in the SLA. In the event however, that the non-performance by SaaSPlaza in terms of unavailability exceeds 0.5% unavailability per month, and the maximum compensation of 40% of the monthly fee as set forth in the SLA, has been paid out, Customer may claim for its direct damages, as defined in this Section 9, and with the limitations and exclusions as set forth in this Section 9, provided



Customer can provide sufficient proof that its damages exceed the amount of the maximum compensation as paid out to Customer.

- 9.3. SaaSPlaza's total liability for attributable failure in the performance as stipulated in this Framework Agreement is limited to paying direct losses, provided such losses are sufficiently substantiated, up to a maximum of half of the amounts invoiced under the Agreement in the 12 months prior to the attributable failure (excluding taxes and license fees). Under no circumstances may reimbursement for direct losses exceed \$ 50,000 (fifty thousand dollars).
- 9.4. The term 'direct losses' is taken exclusively to mean the costs that Customer has reasonably had to incur in remedying or overcoming the failure on SaaSPlaza's part whereas SaaSPlaza's performance does meet the provisions of this Framework Agreement, and reasonable costs incurred in averting or mitigating such costs, and costs reasonably incurred in establishing the cause and extent of the failure.
- 9.5. SaaSPlaza does not accept any liability for indirect damages and losses, including internal hours spent by Customer, consequential losses, and loss of profits, loss of savings and losses due to loss of business.
- 9.6. Other than in the circumstances as stated in this Section 9, SaaSPlaza does accept any liability whatsoever for damages irrespective of the grounds on which an action for damages might be based. The maximum as stated in this Section will not apply, however, if and insofar as losses are the result of negligent intent or recklessness on the part of SaaSPlaza's management.
- 9.7. SaaSPlaza is only liable for attributable failure in performance of the provisions of the Agreement if: (i) Customer issues notice of failure to SaaSPlaza immediately upon learning of such failure, and (ii) Customer provides in writing, with as much detail as possible, the nature of the failure, and (iii) Customer has allowed for a reasonable period of time in which to remedy the failure, and (iv) SaaSPlaza continues to fail to perform its obligations even after that allowable period.
- 9.8. SaaSPlaza accepts no liabilities arising out of or relating to Services rendered by third party vendors directly under the EULA. Neither Party shall be liable for loss or damages incurred by the other Party as a result of the first Party's failure to perform its obligations under this Agreement due to Force Majeure.
- 9.9. Force Majeure will be understood to mean and include damages or delay caused by acts of God, unforeseen acts of regulation or decrees of any government (de facto or de jure), natural phenomena, such as earthquakes and floods, fire, riots, wars, warlike conditions, hostilities, sanctions, revolutions, looting, plagues or other epidemics, shipwrecks, strikes, freight embargoes, any Force Majeure of suppliers of SaaSPlaza or other causes, whether similar or dissimilar to those enumerated above, unforeseeable and prevent the total or partial carrying out of any obligation under this Agreement.
- 9.10. In the event of Force Majeure the Party being delayed or damaged thereby will inform the other Party as soon as possible but in any event within 7 (seven) days after the start of such Force Majeure specifying the nature of the Force Majeure as well as the estimated duration thereof. In the event the Force Majeure situation continues for more than 30 (thirty) days, then the Party who does not evoke Force Majeure, is entitled to terminate this Agreement and the relevant Service Addenda in place at that time, and SLA's by notice in writing and without either Party being entitled to any claim for damages. Otherwise both Parties' rights and obligations will be suspended and new time schedules and supply dates will be agreed upon between the Parties.



Section 10 Indemnity

- 10.1. Parties shall indemnify and hold each other harmless from and against any and all third party losses, claims, expenses (including reasonable attorney's fees), suits, damages, costs, demands, or liabilities arising out of or relating to:
 - I. the breach of any warranty made in this Agreement by one Party to the other Party;
 - II. breach of its obligations as set forth in Exhibit 2.
- 10.2. Customer shall indemnify and hold SaaSPlaza harmless from and against any and all third party losses, claims, expenses (including reasonable attorney's fees), suits, damages, costs, demands, or liabilities arising out of or relating to any EULA.

Section 11 Term and termination

- 11.1. The term of this Agreement shall commence as of the day and year set forth below and shall continue in force until terminated by a Party with 1 month's written notice or by either party as specified in clause 11.2.
- 11.2. Either party may terminate the Agreement extra-judicially should the other Party fail attributable to perform essential obligations under the Agreement and fails to remedy such failure within a reasonable time of being served notice of such default in writing, in accordance with Section 12 of this Agreement. Termination will not release Customer from any payment obligations in respect of the Services SaaSPlaza has already delivered unless SaaSPlaza is in agreement therewith.
- 11.3. Parties may terminate the Agreement with immediate effect without any more additional notice of default being required and without the terminating Party being liable for damages to the other on that account if that Party is granted a provisional or final moratorium, if application is made to have it declared insolvent, if any attachment is imposed on that Party's goods, in whole or in part, or if that Party's business is liquidated or terminated.
- 11.4. Termination of this Agreement is only possible after the term of all Service Addenda has been ended. Termination of any Service Addendum does not have effect upon this Agreement.
- 11.5. A Service Addendum shall, unless otherwise agreed in a specific Service Addendum:
 - I. Have a term of 1 calendar year in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be less than \$ 2,500 (two thousand five hundred dollars).
 - II. Have a term of 2 calendar years in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be \$ 2,500 (two thousand five hundred dollars) or greater.
 - III. Have a term of 3 calendar years in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be \$ 5,000 (five thousand dollars) or greater.
 - IV. Terminate automatically in the event of a termination or expiration of the EULA, if and insofar the Service Addendum specifically refers to the applicability of a EULA.
 - V. The Service Addendum based on a EULA have at least a term equal to the contractual term of the EULA, but at least 12 months from the moment of the first contractual agreed payments.
- 11.6. Any and all Service Addenda will automatically be renewed for successive terms of 12 months, unless one of the Parties terminates the Service Addendum taking effect from the last day of the then current term, by giving at least 3 months' written notice prior to the end of the then current term.



- 11.7. In case a Service Addendum is terminated by Customer before the contractual end-date of the Service Addendum, the following termination fees are applicable:
- a) Termination during the first year pay 100% of the remaining term.
 - b) Termination during the 2nd year pay 75% of the remaining term.
 - c) Termination during the 3rd year pay 50% of the remaining term.
 - d) For termination of Service Addenda that refer to applicability of the EULA, the termination provisions of the EULA will be applicable

Section 12 Consequences of termination

12.1. Upon termination of this Agreement:

- a) Each Party will immediately cease any use of intellectual or industrial property rights, owned by the other Party or the other Party's licensors, of which it has been granted license hereunder;
- b) Each Party will immediately return to the other all originals and copies of all documentation, manuals, advertising material, confidential information and other materials supplied by the other to that Party.
- c) Each Party will immediately cease to present itself as a business relation of the other Party.
- d) All outstanding amounts or refunds will be immediately due and payable as of the date of termination of this Agreement; and any use by Customer of the Services, the Software and MySaaSPlaza shall immediately cease and SaaSPlaza is entitled to immediately make such Services, Software and MySaaSPlaza unavailable for Customer.
- e) SaaSPlaza will hand over all customer data on an agreed means of carrier as soon as all payment obligations of the Customer have been fulfilled;

12.2. Upon termination of this Agreement, the provisions that by their nature are intended to remain in full force and effect, such as but not limited to Section 7 (Intellectual Property and Data Protection), Section 8 (Confidentiality), Section 9 (Liability, Indemnification and Force Majeure) and this Section 12 (Consequences of Termination) will survive.

Section 13 Non performance

If any Party fails in the performance of one or more of its obligations under this Agreement, the other Party will give the Party breach notice of default, unless performance of the obligation(s) in question is permanently impossible in which case the Party in breach will immediately be in default. The notice of default will be given in writing, whereby the Party in breach will be given a reasonable period of time to perform its obligation(s).

Section 14 Assignment and sub-contracting

- 1.1. Parties are not entitled to transfer the rights and obligations arising from this Agreement to a third party without prior written approval of the other Party. This approval will not be refused without good reason. If a Party wishes to make use of Services of third parties for the execution of this Agreement, either by sub-contracting, or by temporary hiring of personnel, it will be entitled to do so, provided that if the sub-contractor has access to Customer's Personal Data as defined in Section 7 and Exhibit 2, the sub-contractor is appointed on a separate written agreement which is on terms that are substantially the same as those set out in Exhibit 2 of this Agreement.
- 1.2. Any Party may assign rights and obligations in the event of the Party's merger, acquisition or other similar corporate restructuring, including but not limited to a transfer of assets.



Section 15 Governing Law and Disputes

The laws of the State of California, USA, is applicable to this Agreement and any dispute arising thereof. The Parties will first use all efforts in order to resolve any disputes and unforeseeable provisions related to this Agreement. Any disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in California, USA.

Section 16 Miscellaneous

- 17.1. The rights and obligations between Parties regarding the subject matter hereof are solely vested in this Agreement and the Exhibits that form an integral part of it. Any previous arrangements, in whatever form, are nonbinding.
- 17.2. Modifications to this Agreement can only be agreed upon by mutual consultation and in writing.
- 17.3. If any term or provision of this Agreement will be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, this Agreement will remain in full force and effect and such term or provision will be deemed to be deleted. Parties will agree on new provisions to replace the provisions deleted aiming to achieve the same intent.
- 17.4. The headings appearing above the Sections of this Agreement are inserted for convenience only and will not affect the interpretation or operation of this agreement.
- 17.5. The Parties will comply with all applicable laws and regulations in the performance of their obligations under this Agreement

Section 17 Export compliance

Customer and SaaSPlaza in performing their obligations and exercising their rights under this Agreement, shall comply with all applicable export control and economic sanctions laws, rules, regulations and programs of the United States of America, European Union, European Union member states and other governments and with respect to the import, export, re-export, shipment, transfer, use, operation, maintenance and repair of goods, software, services and/or technical data, or the direct product thereof (collectively, "Trade Control Laws").

Section 18 Anti-corruption and compliance with law

- 18.1. Customer is committed to conducting its business free from unlawful, unethical or fraudulent activity. Customers' suppliers are expected to act in a manner consistent with the ethical and professional standards as set forward by Microsoft, see <http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/default.aspx>
- 18.2. Without limiting Article 17 above, SaaSPlaza represents and warrants that it is aware of, understands, has complied with, and shall continue to comply with, all applicable U.S., E.U., U.K. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act.
- 18.3. Each Party shall comply with all applicable supranational, national, state, provincial and local laws, rules and regulations of
 - I. The State of California,
 - II. The United States of America,
 - III. The European Union,
 - IV. any country or other jurisdiction specified in a Service Addendum, and any other country or other jurisdiction to the extent applicable to a Party's activities in connection with this Agreement. In no event shall either Party be obligated under this Agreement to take any



action that it believes, in good faith, would cause it to be in violation of any laws, rules or regulations applicable to it; provided however, if SaaSPlaza believes that its performance of any of the Services would result in such a violation, SaaSPlaza shall promptly notify Customer and the Parties shall promptly and using commercially reasonable efforts, determine how SaaSPlaza may perform the affected Services without violating any applicable law.

Section 19 Execution

IN WITNESS WHEREOF the Parties hereto have signed this Agreement in duplicate

THE SANTA CLARA STADIUM AUTHORITY

SAASPLAZA INC.

BY: _____

BY: _____

Name: _____

Name: _____

(Print Name)

(Print Name)

Title: _____

Title: _____

Date: _

Date: _



Exhibit 1 – Service Level Agreements

- The SaaSPlaza Service Level Agreement (if applicable)
- The Microsoft Online Services Service Level Agreement (if applicable)

Draft



Exhibit 2 – Personal Data Protection

Article 1 Additional definitions

1. **Annex:** an appendix to the Processing Agreement, which forms an integral part of the Processing Agreement;
2. **Controller:** the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by national or Community laws or regulations. The controller or the specific criteria for his nomination may be designated by national or Community law.
3. **Data Subject:** an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
4. **Processing Agreement:** this agreement;
5. **Agreement:** the Framework Agreement on the basis of which Personal Data are/will be Processed;
6. **Personal Data:** any information relating to a Data Subject;
7. **Processing:** any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
8. **Processor:** a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

Article 2 Controller and Processor of the Personal Data

- 2.1 The parties agree that Customer is the Controller and SaaSPlaza the Processor of any Customer's Personal Data Processed pursuant to this Agreement and the relevant Service Addendum.
- 2.2 The Processor agrees to, to the extent of this Processing Agreement, Process Personal Data on behalf of the Controller.
- 2.3 The Controller warrants that the instruction to Process Personal Data is given in accordance with all applicable laws and regulations. Furthermore, the Controller warrants that the Personal Data is obtained in accordance with all applicable laws and regulations. The Controller indemnifies the Processor against all claims of third parties and fines imposed by any authority in relation to a breach - of any kind - of this warranty.
- 2.4 The Controller is solely responsible and liable for the Processing of Personal Data in the context of the Agreement, as well as for Processing of Personal Data that are created due to further Processing of data.



Article 3 Technical and organizational protection measures

- 3.1 The Processor will deploy suitable technical and organizational measure to secure the Personal Data against loss and any form of unlawful Processing (the “**Measures**”). The Measures shall, taking into account the state of the art and the costs of deployment, warrant a suitable protection level, with due observance of the risks related to the Processing and the nature of the Personal Data to be secured. The Processor shall at least take Measures to secure Personal Data against erasure, loss of data, forgery, unauthorized distribution or access and any other type of unlawful Processing – whether unlawfully or by mistake.
- 3.2 The Measures taken by the Processor, as meant in the preceding paragraph, to protect the Personal Data are laid down in the SaaSPlaza Control Framework and annually audited according the ISAE 3402 and SSAE 16 standards. The Controller auditor has verified these Measures and has confirmed these to be suitable and adequate. In accordance with applicable laws and regulation, the Controller remains at all times responsible and liable for the deployment of suitable technical and organizational measures.

Article 4 Confidentiality

- 4.1 The Processor shall instruct its employees that are involved in the execution of the Agreement to keep strict confidentiality regarding the Personal Data.

Article 5 Data breach

- 5.1 If the Processor detects any (attempted) unlawful or otherwise unauthorized processing of the Personal Data of the Controller, it will i) notify the Controller thereof as soon as reasonably possible and ii) take all reasonable measures to prevent or limit (further) violation of the US Personal Data Protection Acts and/or other privacy laws or regulations.
- 5.2 The Processor will notify the Controller promptly of any breach of the Measures that leads to or may lead to the unlawful processing or loss of Personal Data (a “**Data Breach**”).
- 5.3 The notification described in the preceding paragraph will contain at least:
- A description (including nature, moment and extent) of the Data Breach;
 - The measures taken by the Processor to terminate the Data Breach or limit the consequences of the Data Breach; and
 - The expected time needed to resolve the consequences of the Data Breach.



Article 6 Third parties and subcontractors

- 6.1 The Processor is entitled to engage third parties and/or subcontractors in the course of execution of this Processing Agreement.
- 6.2 The Processor is solely responsible for the third parties and/or subcontractors it has engaged and will impose on these parties the same (confidentiality) obligations that apply to the Processor itself. Moreover, the Processor will oblige these third parties not to engage a third party and/or subcontractor in order to perform its agreement with the Processor without prior written consent of the Processor, always taking into account the obligations of this Processing Agreement.

Article 7 Compliance with foreign Personal Data protection laws

- 7.1 Parties agree to procure reasonable commercial endeavors to ensure compliance with all applicable Personal Data protection laws in the European and to update this Exhibit with any updated Personal Data protection laws as and when it may become reasonably aware of any updates.

Draft



SaaSPlaza Services Agreement

Between

SaaSPlaza, Inc.

a Delaware corporation with offices at 5963 La Place Court, Suite 302, Carlsbad, CA 92008

And

The Santa Clara Stadium Authority

a corporation, having its principal place of business at

1500 Warburton Avenue, Santa Clara, CA 95050

Effective Date: TBD

Term: 12-month

Service Category/ Reference Dynamics GP Cloud Services

This SaaSPlaza Service Order is part and parcel to the SaaSPlaza Hosting Agreement and consists of this signature page plus the additional pages (worksheets) for Customer, Solution, all Pricing tabs.

All Setup and Change Fees are due and payable upon execution of this Service Order. A confirmation of payment in the form of a Wire Transfer Confirmation or scanned copy of check will be deemed acceptable. Please note that access to the provisioned SaaSPlaza services may be withheld until such payment has been received, or confirmation thereof been provided. SaaSPlaza Bank information will be provided under separate communication if requested.

Subsequent addition or removal of Services including users, provisioning for other Services, infrastructure components, or change and consultancy requests bound to the Service Order will be reflected in the monthly usage report (described in Pricing) but does not require a signature from the Customer.

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this Agreement as of the Effective Date.

SaaSPlaza, Inc.

By: _____

Printed: Olivier Meynier

Title: Global Director of Strategic Initiatives

Date: _____

The Santa Clara Stadium Authority

By: _____

Printed: Grace Dougherty

Title: Contracts Manager

Date: _____



Customer Information

Contact Information

Customer		Dynamics Partner	
Company name	The Santa Clara Stadium Authority	Company name	Armanino, LLC
Address	1500 Warburton Avenue	Address	12657 Alcosta Blvd. Suite 500
City	Santa Clara	City	San Ramon
State	CA	State	CA
Zip code	95050	Zip code	94583
Country	USA	Country	USA
Contact person	Grace Dougherty	Contact person	Chris Sublette
Title	Contracts Manager	Title	Senior Sales Executive, Technology Consulting
Phone number	(408) 615-2039	Phone number	916-741-8616
Email address	gdougherty@santaclaraca.gov	Email address	chris.sublette@armaninollp.com

Authorized Persons (Support Center)

Authorized Person 1		Authorized Person 2	
Name		Name	
Phone number		Phone number	
Email address		Email address	
Function		Function	

Billing Contact

Customer	
Name	
Department	
Address	
City	
State	
Zip code	
Country	
Phone number	
Email address	

Draft

The Santa Clara Stadium Authority

Initials: _____



This proposal is for The Santa Clara Stadium Authority.

Pricing Summary

Dynamics Cloud Services

Customer Pricing	USD
One-time Setup Fee	4,438
Monthly Recurring Service Fees	3,221
- Dynamics Cloud Services	2,115
- Licenses	1,106

Customer Pricing - Minimum Fees	USD
Setup Fee ⁽³⁾	4,438
Monthly Recurring Service Fees ⁽⁴⁾	3,221

Conditions applicable to this proposal

1. Invoices are in US Dollars, excluding taxes, if applicable.
2. Terms and conditions are documented in the SaaSPlaza Partner Agreement and Service Level Agreement (SLA).
3. All one-time Setup Fees are due upon execution of agreement.
4. Minimum Monthly Service Fees are due the month of the initial delivery of the service, not based on the number of users.
5. Initial Term is for 12-month and automatically renews for 12-month periods unless termination notice of 90 days is provided prior to expiration of initial Term.
6. Cancellation prior to expiration of initial Term will result in a cancellation fee equal to 85% of the value of the remaining Term being assessed and invoiced.
7. For ISV add-on solutions installed on Non-Production environment, one-time and/or monthly recurring service fees may apply.
8. Customer is responsible for installing and configuring all ISV add-on solutions with standby support provided by SaaSPlaza.
9. All ISV licenses to be provided by Customer.



Dynamics Cloud Services Dynamics GP

General Information

Customer
Service Category/ Reference
Price Plan Valid Thru...
Dynamics Product
Term

Currency of Customer Price
Subscription (S) or Perpetual (P)

The Santa Clara Stadium Authority
Dynamics GP Cloud Services

Dec-20
Dynamics GP
12-month

USD
S

Customer Pricing

One-time Setup Fees

Dynamics GP 2018 - Production Environment - Dedicated Cloud Azure

- Setup GP Production Environment
- GP Instance, SQL Instance, SSRS Instance
 - Management Reporter, Excel reports, GP Windows Client, Fabrikam, Modified Forms/Reports
 - Integration Manager DB ; GP User Security Migration,
 - Go Live Refresh, Up to 5 GP companies

ISV - Functional

Provide Standby Support during Partner Installation and Configuration (including connectivity):

- Encore Project Tracking with Advanced Analytics
- Encore Project Tracking Budgeting

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
per Prod Env.		1	2,500		2,500	2,500
T&M		1	219		219	219
T&M		1	219		219	219

Concur AP automation	T&M	1	219	219	219
Mekorma MICR	T&M	1	219	219	219
ISV Infrastructure					
ISV Web Server setup (Concur AP automation)	Per Cloud Server	1	625	625	625
Project Management					
Go-Live Support - hours estimated	T&M	1	219	219	219
Project Management - hours estimated	T&M	1	219	219	219
Total Setup Fee, one time					4,438

Monthly Recurring SaaSPlaza Service Fees

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
SaaSPlaza Service Fee - Includes 5 Users, 128 GB Data Base						
Production Environment - Dedicated Cloud on Azure						
Customer Single-Tenant Base Service Fee Includes:						
- GP Client Access (RDS)						
- 128 GB database storage						
- 24/7 Monitoring						
- CloudCARE Operations & Support						
- includes 5 users						
Additional User Fee (up to 10)	per GP Environment	1	937.50		937.50	937.50
Additional User Fee (up to 25)	per Named User	0	125.00		125.00	-
Additional User Fee (up to 50)	per Named User	7	100.00	30%	70.00	490.00
Additional User Fee (up to 50)	per Named User	0	75.00		75.00	-
Additional IaaS						
ISV Application Server						
Virtual Machine (Windows Standard, 2 CPU, 8 GB RAM, 128 Premium SSD)	Per VM	1	187.50		187.50	187.50
CloudCARE Operation & Support	Per VM	1	93.75		93.75	93.75
VPN Gateway (Basic)	Per VPNGTW	1	93.75		93.75	93.75
Additional Services						
None		0	-		-	-
Additional Storage (may be used across all environments)						
Additional Premium Storage	Per GB	0	1.25		1.25	-
Dynamics GP Support Plan						
Pre-paid support hours for service/change requests, 2 hours included	per Month	1	313		312.50	312.50
Price per extra support hour	per Hour	0	219		218.75	-
Total Monthly Service Fee, recurring						2,115

Monthly Recurring License Fees

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
Microsoft Dynamics GP Subscription License						
GP Standard/Full User License	per Named User	6	43.75		43.75	263
GP Extended Additive Full User License	per Named User	0	12.50		12.50	-
GP Limited User License	per Named User	6	6.25		6.25	38



Dynamics Cloud Services

Dynamics GP

General Information

Customer	The Santa Clara Stadium Authority
Partner	SaaSPlaza
Project Reference	Dynamics GP
Requested delivery date by Partner	9/1/2020
Planned delivery date by SaaSPlaza	9/1/2020

Production Environment

Dynamics GP Cloud Services

Cloud Type	Azure
Location	West US
Service Level	Supported
Version	GP 2018
Cumulative update	
GP Licenses responsibility	By SaaSPlaza
GP Licenses Type	Subscription
Primary client location	USA
Additional client location(s)	None
Primary language	English
Additional language(s)	None

Usage

Target number of concurrent users	
Target number of named users	16

Authentication

Active Directory	SaaSPlaza
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RDS

RDS Farm	NA
Remote Access	RDWeb
- URL	https://sm1rdweb.saasplaza.com/RDWeb
Advanced Printing (Tricerat)	No

Database

SQL Deployment	SQL DB
SQL Server Version	SQL Server 2016
Collation	Latin1_General_CI_AS
SQL storage included (GB)	25
Additional SQL storage (GB)	0
Database import	n/a

Office

Microsoft Office SPLA	No
- License Responsibility	
Microsoft Office 365	Yes
- Subscription	Microsoft 365 Apps for Business
- Subscription Responsibility	By SaaSPlaza
Additional requirements	None

Additional requirements

Includes the following 3rd Part ISV subscriptions:
Encore Project Tracking with Advanced Analytics
Encore Project Tracking Budgeting
Concur AP automation
Mekorma MICR



Service Level Agreement

For SaaSPlaza Services

Draft

Author	SaaSPlaza
Date	October 2016
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Introduction

SaaSPlaza aims to provide world class Cloud Services to its Customer. This Service Level Agreement (SLA) describes the responsibilities and the service level guarantees of SaaSPlaza in the delivery of the Services. The service levels and guarantees in this document are in effect upon acceptance by Customer of SaaSPlaza's Service delivery. This SLA is only applicable if the Framework Agreement between Customer and SaaSPlaza is in place at the time of ordering the Services.

For all non- Microsoft Dynamics Services the included Addendum on this SLA is applicable.

Documentation

This SLA stands within the context of the SaaSPlaza Framework Agreement that the Customer has executed with SaaSPlaza. Additional specific provisions with regards to this SLA may be included in the Service Addenda defining the specific delivery of the Services to Customer. Without a signed Framework Agreement this SLA is void.

Third Party Cloud Services

In the event SaaSPlaza is delivering Cloud Services from a third party under the applicability of an EULA, this SLA is not applicable.

Validity

This SLA inherently applies to all Services provided by SaaSPlaza and specified in the Service Addendum. This version of the SLA (see cover sheet for version number) replaces all previous versions of the SLA relating to the delivery of SaaSPlaza's Services.

Versioning

SaaSPlaza reserves the right to issue and publish a new version of this SLA on an annual basis and will become effective 1 month after publication.



Definitions

All capitalized words not defined in the SaaSPlaza Framework Agreement have the following meaning:

Term	Definition
Authorized Users	Designated employees of Customer with privileges to report Incidents or log Changes for Services.
Availability	Means the total time in the Month during which the Service is available. Note that any Excluded Downtime does not affect availability calculations.
Change (Request)	Change of a Service or Service configuration.
Cloud Service	The specific set of software solutions and configurations delivered to the Customer
Customer	The end-user organization, having a contractual relationship with SaaSPlaza that makes use of the Services for its business. Also included in this definition are parties who are working on behalf of the Customer to perform tasks and/or activities on the Platform.
Services	All services delivered by SaaSPlaza to a Customer in accordance with the Service Addendum and this SLA.
Disaster	Disruptions in terms of Availability and/or security of such a scale that the customary preventive measures are insufficient to restore the Availability of Services within the service levels.
Downtime	The duration, rounded in minutes, during which the Service is Unavailable.
Emergency Maintenance	Immediate maintenance which is required to recover or maintain Availability and/or security policies; and if directed or instructed by suppliers.
Excluded Downtime	Total minutes in the Month attributed to: (i) a scheduled downtime for which a Maintenance Window exists; or (ii) any other scheduled downtime for which SaaSPlaza has notified the applicable parties within a reasonable time prior to such scheduled downtime; or (iii) unavailability caused by factors outside of SaaSPlaza's control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Incident Report	The reporting of an event that is not part of the standard operation of a Service and that causes, or may cause, an interruption to, or a reduction in, the quality of that Service
Maintenance Window	The period during which SaaSPlaza can perform announced maintenance that could result in reduced performance, Unavailability, or scheduled downtime .
MMA	Maximum Monthly period of Availability is equal to the number of hours per month, minus the time needed for planned maintenance.

Partner	A third party software vendor or value add reseller which may deliver services under the applicability of an EULA.
Penetration Test	Test of a Service with the purpose of showing that the Service is adequately protected, with the stipulation that exclusively authorized users can, by standard means, gain access to the application and/or data.
Planning	Indication of lead time, effort and/or delivery.
SaaSPlaza Platform	The set of technical installations consisting of hardware and software for the delivery of Services in general.
Non-production	Any Service put into operation without the intention to be a Production environment (often referred to as acceptance, test, development, pre-prod or demo)
Production	Services actually put into operation for their intended use by their intended users. The Services are relied on for organization or commercial daily operations.
Primary Region	Is the SaaSPlaza designated geographic region having a Service Center.
Private Cloud	Private cloud is a cloud infrastructure running Services or Service Components operated for a single Customer which are running in an isolated logical part of the network. There may be certain shared components in a Private cloud.
Public Cloud	Public cloud is a cloud infrastructure running Services or Service Components which are provided on an as-needed basis and are made available to Customer by sharing compute, storage and network resources.
Response Time	Response Time is the time measured between a Report by Customer on an Incident and the moment that SaaSPlaza notifies the Parties of the start of the Incident management process.
Service Center	Is a SaaSPlaza department staffed with personnel to provide the Parties support with the SaaSPlaza Services.
Service Deployment Phase	The phase were activities are performed to setup and deploy services and service components. The phase is preceding the phase were the services are delivered on a recurring basis.
Service Fee	A recurring fee for acquiring Services from SaaSPlaza, typically charged either per (named) user per month or per capacity.
Service Request	A request for information or advice or any other request related to a Service or Service component which does not require any change or reconfiguration of any component of the Services provided .
Stress Test	Test that determines the load under which a Service no longer functions and demonstrates the recovery of the Service after overload.
Unavailability	A Service is considered as unavailable upon detection by the SaaSPlaza automated monitoring system; or if all attempts to connect to the Service are unsuccessful as a result of a Priority 1 Incident Report.
Urgent Changes	Are Changes that require prompt execution upon Customer request. The timing of the execution of an Urgent Changes is determined in consultation with a SaaSPlaza Service Center. Urgent Changes are billable



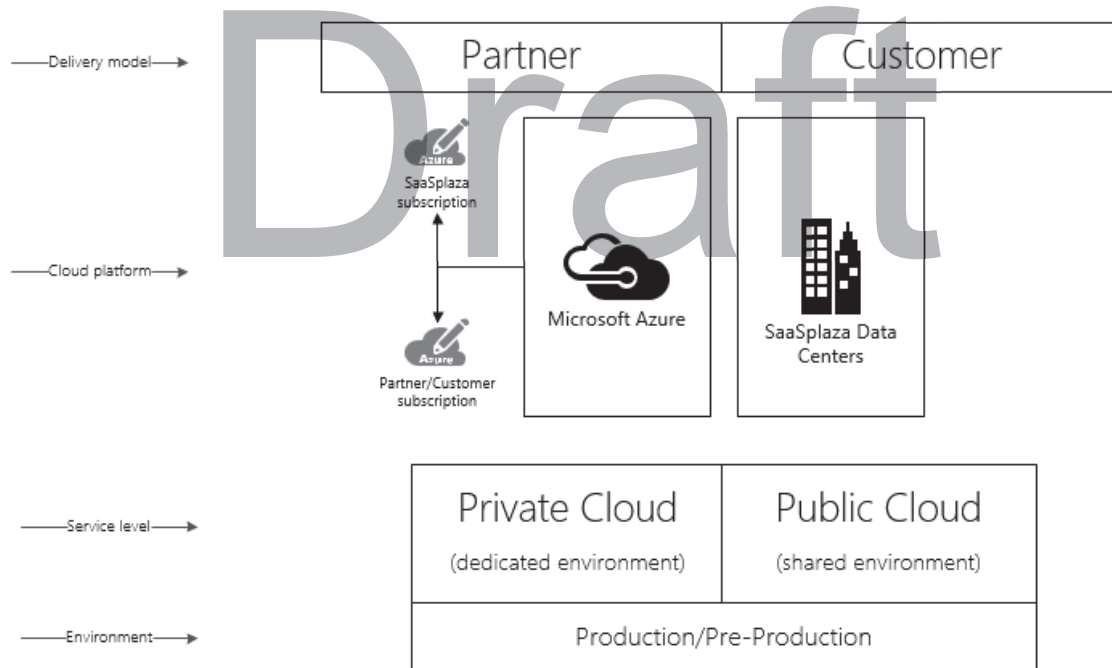
What We Deliver

Services

SaaSPlaza runs the full suite of Microsoft Dynamics applications offered in a SaaS (Software as a Service) model. The Services can either be deployed in a Public or Private Cloud which are running on SaaSPlaza managed cloud infrastructure, on Microsoft Azure, through a third party or a combination thereof. The technical installation and configuration for aforementioned services are executed according to the SaaSPlaza best practices, aiming for high levels of Availability and performance. SaaSPlaza and its Partners benefit from high level support from Microsoft since SaaSPlaza's Platform is built on the Microsoft stack across the infrastructure stack. The commercial availability of SaaSPlaza managed cloud infrastructure may vary per region.

SaaSPlaza's Services are typically charged (the SaaSPlaza Service Fee) either per named user/per month or per capacity. The SaaSPlaza Service Fee covers a range of services and support features, all of which are designed to add lasting value to the overall Services offering.

The diagram depicts the various deployment models offered by SaaSPlaza:



Performance

For Services managed by SaaSPlaza SaaSPlaza takes the primary responsibility for the design of the Services, including the installation of the Microsoft Dynamics applications. As such, SaaSPlaza takes the necessary steps to ensure the overall proper performance of its Service.

In the event that functional configurations, vertical solutions, 3rd party add-on solutions, or customizations to the Microsoft Dynamics application impact the performance of the base Microsoft Dynamics application, upscaling of the SaaSPlaza platform may be required to mitigate potential



performance degradation. In such cases, additional infrastructure and/or Service fees may be applicable.

Security

SaaSPlaza uses policies and procedures to prevent unauthorized physical and logical access to the Services in order to protect Customer data in the best possible way.

SaaSPlaza is committed to:

- Using a management control framework for ensuring Availability, information security and continuity.
- Base its security management controls, where applicable, on the ISO27001 standards as applicable.
- Having a dual standard audit (ISAE-3402, SSAE-16), performed annually by an accredited external party, that validates the design of the control framework as well as its existence and effectiveness.

Backup

For Services delivered from the SaaSPlaza Cloud infrastructure, daily backups are performed as part of our standard service offering for data stored on local or network attached storage and all Microsoft SQL databases in simple mode. Excluded from these backups are swap/page, temporary, recycle, and system files. The backups follow a retention policy where the first 7 days are retained as well as the weekly restore points for the last 4 weeks.

For Services delivered from Microsoft Azure, daily backups are performed by default for all Microsoft SQL databases in simple mode. These backups follow a retention policy where the first 7 days are retained as well as the weekly restore points for the last 4 weeks.

SaaSPlaza verifies the integrity of backups by means of random checks whereby disks and/or files are restored from a backup.

Backups of specific (custom) software, add-ons, etc. which require additional backup software, -logic or -procedures are explicitly excluded and the responsibility of the Customer. SaaSPlaza can assist Customer to meet additional backup requirements.

Data Restore

Data can be restored from backups through a Change Request. The Customer can request the restore of data or databases for a specified date within the defined backup retention policy as described above. Restore time may vary depending on the size of the backup.

Upon termination of Services, SaaSPlaza provides the Customer with the most recent data backup upon request. The method of making this backup available is determined upon consultation with the Parties.



Monitoring

SaaSPlaza monitors all Services, including Platform Services, Operating System and Dynamics applications. Alerts from the monitoring system are followed up for Production environments on a 24x7x365 basis.

Parties can perform maintenance on Services or service components deployed in Private Clouds. Disabling of monitoring must be requested during such activities. Service disruptions during these periods will not be considered as Downtime if SaaSPlaza does not receive a request to disable the monitoring of Services. Furthermore, SaaSPlaza will restore the Service and charge the applicable party for any and all costs associated with the restoration on a time material basis.

Patch Management

Critical and security updates provided by Microsoft are automatically applied on a monthly basis for all operating systems and components including SQL in accordance with the regular maintenance schedule as defined below. All times are Central European Time (CET).

Environment	Start	End
Production	Saturday 22:00	Sunday 06:00
Non-production	Workdays 18:00	Workdays 23:59

Application updates

Application updates on Services deployed in Public Clouds are applied by SaaSPlaza within pre-defined regular or extended maintenance windows and follow the standard change management process in place.

Application updates on Services deployed in Private Clouds must be requested by the Parties through a Change Request and are applied by SaaSPlaza. For Services deployed in Private Clouds, the presence of Pre-Production environments (to ensure updates are tested prior to implementation on Production environments) is the responsibility of the Customer. These changes are charged on a time and material basis.

Release management

SaaSPlaza follows Microsoft's application lifecycle to ensure delivered Services are and remain fully supported by Microsoft. Periodic next version upgrade analysis are facilitated on Dynamics applications and communicated to Customer when applicable.

The Customer is responsible for requesting and initiating an upgrade to a new version or a new release of the Dynamics application deployed in Private Clouds. Moreover, the Customer is responsible for the migration services required during the upgrade. SaaSPlaza support during the migration services must be requested via the Change Request process if needed.

This SLA and all of the provisions herein are not applicable to applications and/or versions that have been declared end-of-life by the software vendor. Furthermore, SaaSPlaza has the right to isolate the Services containing end-of-life applications in order to mitigate security and/or Availability issues. All costs incurred by SaaSPlaza associated with the isolation of these Services will be charged accordingly.



Any support provided in connection with end-of-life applications will be charged to the appropriate party that requests such support.

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How We Work

Service Deployment Phase

The Service Deployment Process follows best practices based on ITIL and PRINCE. SaaSPlaza will designate a Project Manager or Delivery Manager to be the single point of contact during the delivery of the SaaSPlaza Services per an executed Service Addendum. Within 5 business days of receiving a signed Service Addendum, SaaSPlaza provides expected delivery dates for the Services as described therein.

For more complex projects (10 or more days of lead-time or at SaaSPlaza's discretion), a project plan with milestones will be delivered that describes all of the critical steps in the deployment process. At a minimum, regular updates will be provided on a weekly basis during this stage. Upon completion of the Service deployment, the Parties will be notified by the project manager and are required to sign-off on acceptance during a Project Delivery Session (PDS) to be attended by the representatives of all stakeholders. At the conclusion of the PDS, SaaSPlaza will request to be rated to allow for learning and continuous improvement. A hand-over to the SaaSPlaza Service Center is completed upon sign-off.

Service Management Phase

The Service Management Phase follows the deployment phase and encompasses the ongoing delivery, management and support of SaaSPlaza services. In the next sections, the various components and service levels related to the delivery phase are described.

Support

The Customer can contact the SaaSPlaza Service Center to log Incident Reports and Change Requests via the MySaaSPlaza (my.saasplaza.com) portal. For Priority 1 Incidents (detailed below) Customers must call the SaaSPlaza Service Center

Service Center Hours of Operation

The Service Center hours of operation are as listed in the table below. The Service Center is closed on official public holidays for each country in which a Service Center operates, respectively (the Netherlands, Singapore and U.S.A.).

Region	Country	Opening	Phone
EMEA	Netherlands	Monday to Friday 08:00 – 18:00 CET(*)	+31 20 547 8400
AMER	U.S.A.	Monday to Friday 08:00 – 18:00 PT(*)	+1 858 385 8900
APAC	Singapore	Monday to Friday 09:00 – 18:00 SGT(*)	+65 6222 6591

*Calls for Priority 1 Incidents are forwarded to the 24/7 Support number during out of office hours.

Incidents

To assist in tracking and resolving issues related to Services, Customers can report Incidents to SaaSPlaza. Within our SLA SaaSPlaza performs proactive monitoring. This aims to report the majority of issues proactively to Customer so that effects of the issue are minimized, and information flow to Customers is optimal.



Incident levels are defined below according to severity:

- Priority 1 - Critical service Incidents that can render the Dynamics Software unusable, through availability, error conditions or performance, to all users of the Software.
 - Critical service Incidents cause severe system outages or block important functions of the system. These Incidents directly affect all Services provided to the network, network elements or all of its applications are affected immediately. Support for a Priority 1 Incident will be available 24 hours a day, 7 days a week.
- Priority 2 - Serious service Incident that can limit the Dynamics Software usability, through availability, error conditions or performance, to certain users of the Software.
 - Serious service incidents having a serious impact on system functions, features of the network or network elements. Serious service incidents can also affect a number of end users or restricts the Parties' ability to operate their service. Support for a Priority 2 Incident will be available during the Service Center hours of operation.
- Priority 3 - Medium service Incidents
 - Medium service Incidents having a medium impact on system functions or features of the network or network elements; or cause additional work to operate and to maintain the network or network elements; and/or service to a limited number of the Parties' users are affected in general. Support for a Priority 3 Incident will be available during the Service Center Hours of Operation.
- Priority 4 - Minor service Incidents
 - Minor service Incidents having a minor effect on system functions and features of the network and/or network elements. They have a minor effect on the service to Parties' users, or unavailability of Services for an individual user. Support for a Priority 4 Incident will be available during the Service Center Hours of Operation.

Priority 1 incidents are only applicable to Production environments.

The SaaSPlaza Service Center will determine all Incident priority levels upon consultation with the Parties at the time that Incident Reports are recorded.

Only Authorized Users are permitted to report Incidents with the SaaSPlaza Service Center on a 24x7x365 basis via the MySaaSPlaza portal. Incident Reports must be entered in English.

ALL PRIORITY 1 INCIDENTS MUST BE REPORTED BY TELEPHONE.

With the exception of Priority 1 Incidents Reports, the recording and handling of Incidents applies to the Service Center hours of operation related to the region that was responsible for the deployment of the SaaSPlaza Services.

Service Requests

Service Requests are typically requests for information or advice, or for a standard action (like a password reset) that is not generally associated with any Downtime or has a quick recovery time. SaaSPlaza Service Centers will determine if the Request being reported is to be labeled as a Service Request or if it needs to be recorded as a Change Request upon consultation with the Party initiating the request. Service Requests are billed on a time and materials basis.



Change Requests

Changes of Service configurations can be requested through a Change Request. The SaaSPlaza Service Center will schedule Change Requests upon consultation with the Parties. Change Requests are billed on a time-and-materials basis. SaaSPlaza does not have an obligation to agree to execute a Change Request. Should SaaSPlaza decline to execute a Change Request, an explanation will be promptly provided to the Party initiating the request.

Only Authorized Users are permitted to enter Change Requests with the SaaSPlaza Service Center on a 24x7x365 basis via the MySaaSPlaza portal. Change Requests must be entered in English. The recording and handling of Change Requests applies to the Service Center hours of operation related to the region that was responsible for the deployment of the SaaSPlaza Services.

Urgent Change Requests must be reported by telephone.

Any changes requiring or anticipated to require execution outside of the normal hours of operation of the Service Center in the Primary Region should be reported during the Service Center hours of operation with sufficient lead time allowed for the proper planning of the activities.

Maintenance

SaaSPlaza will maintain the SaaSPlaza Platform and Services in accordance with the following:

- the provisions, instructions, guarantee conditions, manuals, and maintenance schedules of the applicable hardware and software suppliers;
- instructions from security alerts; and
- SaaSPlaza's standards and best practices in the area of availability, security, integrity, protection of personal information, and confidentiality of data in general.

Maintenance includes the installation and/or application of patches, service packs, and minor software releases.

SaaSPlaza performs maintenance activities within the Maintenance Window described in the section below. Maintenance performed by Microsoft on the Azure platform is excluded from the provisions in this SLA, and Microsoft is exclusively responsible for any maintenance activities on the Azure platform.

Maintenance Windows

SaaSPlaza has 3 types of maintenance operations that are carried out: Daily, Regular, and Extended. As a rule, Daily maintenance should not involve any Downtime or interruption of Services. Regular and Extended maintenance is performed exclusively during the weekends. SaaSPlaza informs the Parties at least 1 week prior to the commencement of Regular maintenance and at least 4 weeks prior to the commencement of Extended maintenance.

Regional Time Zones

Region	Time zone
EMEA	CET (GMT +1)
AMER	PT (GMT -8)
APAC	SGT (GMT +8)



Maintenance Schedule

Type	Start	End	Frequency
Daily	03:00 AM	07:00 AM	≤ 1/week
Regular	Saturday 5:00 PM	Sunday 12:00 AM	≤ 2/month
Extended	Saturday 06:00 AM	Sunday 12:00 PM	≤ 4/year

Emergency Maintenance

SaaSPlaza can perform Emergency Maintenance activities on an as needed basis to safeguard the integrity and consistency of the Services. In the case of an Emergency Maintenance that occurs outside of the Maintenance Windows, SaaSPlaza will notify the Parties about the nature of the maintenance. SaaSPlaza makes every reasonable attempt to notify the Parties prior to the commencement of the maintenance. In the event that notification is not possible prior to the commencement of the maintenance activities, notification will be provided as soon as possible after the completion of the maintenance activities.

Escalation

For escalations during the Service Deployment Phase, the first point of escalation is the Project Manager, followed by the Operations Manager as the 2nd level escalation point. 3rd level escalation is the regional General Manager. The 4th level of escalation is the CEO.

For escalations during the Service Management Phase, the party reporting the Incident and the SaaSPlaza Incident Manager can escalate when they agree that the estimated resolution time is expected to exceed the provisions in the SLA. The first point of escalation is the Incident Manager, followed by the Operations Manager as the 2nd level escalation point. The 3rd level escalation is the regional General Manager, the 4th level of escalation is the CEO. The parties can appoint an Escalation Manager respectively who will be responsible for communication during the escalation process. The Escalation Managers will temporarily own the Incident and have the mandate to deploy adequate resources to resolve the Incident as swiftly as possible. De-escalation is completed when parties reach mutual agreement that the Incident has been resolved, and the parties move to close the Incident.

General escalation notes

SaaSPlaza will notify the Customer if it is apparent that resolution of a call may result in a protracted timescale. SaaSPlaza may also escalate calls of a repetitive nature. The Customer may escalate any call at any time should they deem it to be appropriate in any specific instance.

Enforcement

SaaSPlaza may investigate suspected violations with respect to the provisions of this SLA or misuse of Services and may report any activity that it suspects is illicit or violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate parties. Furthermore, SaaSPlaza reserves the right to investigate applications, systems, networks and data for the



detection of, but not limited to, IP problems, viruses, worms, or other software that can be regarded as harmful, as well as for the detection of material that is suspected of violations or to detect or to prevent suspected unacceptable use.

SaaSPlaza may suspend, disable access to, or modify any resource or Service that SaaSPlaza suspects is in violation of the provisions of this SLA or the Agreement. In case of such violations or misuse of Services, SaaSPlaza will make a reasonable attempt to notify the affected parties, if possible, prior to the commencement of such actions.

In the event of suspension, disabling access to, or modifying of resources or Services, all Agreements between the Parties and SaaSPlaza will remain in force, as will the obligations of the parties to SaaSPlaza, such as, but not limited to, the payment of all outstanding balances due.

Acceptable Lawful Use

Parties may not use material that is unlawful such as, but not limited to, copyright protected content, trademarks, license agreements, or commercially confidential content (where the parties do not have the authority to use such material), obscene or libelous content, or content conflicting with export control regulations.

Prohibited Use

SaaSPlaza's Services may be used exclusively for the purpose for which they are intended in such a manner that they do not endanger the security, availability and integrity of any network, computer or communications system. Prohibited use includes, but is not limited to: unauthorized access to systems; probe, test or scan for vulnerabilities of systems; breach of any security or authentication measure; monitoring of data or traffic; overloading or flooding systems or networks; operating open proxies, open mail relays, open recursive domain name servers; distribute, publish, send or facilitate sending of unsolicited mass email or other messages.

Responsible Use

Using the Services provided by SaaSPlaza comes with responsibilities that rest with the Parties for privileges assigned to them regarding, but not limited to, user management and application configuration.

- Parties may receive the privilege to provision, modify and delete application accounts. Parties are responsible for using this privilege as instructed by SaaSPlaza.
- Parties may receive the privilege to provision, modify and delete Services and/or application accounts. Parties are responsible for ensuring that appropriate measures are taken to protect these credentials and to ensure proper user accountability.
- Parties that receive the privilege to access operating system(s) are mutually responsible for the security and Availability of the system and Services that use the system.
- Parties may receive privileges to apply changes on software and/or configuration of, or parts of, their Services. Parties are responsible for ensuring that changes to processing options (i.e. parameters) and configurations on Services are appropriately authorized, assessed, approved, and implemented, and that monitoring, as configured by SaaSPlaza,



of these Services is disabled during such changes. Failing to do so will limit SaaSplaza's responsibilities for performance and availability of Services

- Parties are responsible for ensuring compatibility of its installed software and configuration changes with the most recent updates and upgrades of standard system software as delivered by SaaSplaza as part of its delivery of the Services.
- Parties are responsible for immediately notifying SaaSplaza of any breaches of privacy or confidentiality, unauthorized use of credentials, or other security violations.
- Parties are responsible for ensuring the availability of qualified and authorized personnel to act on and assist with support tasks and direction given by SaaSplaza.
- Parties may receive the privilege to provision, modify, and delete Authorized Users through the SaaSplaza provisioning portal. Parties are responsible for ensuring Authorized Users are maintained and up to date. Furthermore, parties are responsible for all requests made by their designated Authorized Users.
- Parties are responsible for notifying SaaSplaza at least two months in advance of any expansion or contraction of storage capacity or Internet bandwidth in excess of 10% per month.
- Parties may be granted permission by SaaSplaza to perform external performance tests, such as load and stress tests, or external security audits, such as Penetration Tests. These tests are permitted exclusively after consultation with SaaSplaza.

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What We Offer

Availability

The SaaSPlaza Platform is designed to deliver maximum Availability. The “Availability” (A) percentage of Production Services is determined for the preceding calendar month and is calculated based on the “Maximum Monthly Availability” (MMA) and “Downtime” (DT) measured in the same month as specified in the formula below:

MMA - DT

$A = \frac{\text{MMA} - \text{DT}}{\text{MMA}} * 100\% > 99.9\%$

MMA

The MMA period is equal to the number of hours per month. Downtime that is the result of scheduled maintenance activities is not included in the MMA calculation. Depending on the Service, Downtime is determined based reported Priority 1 Incidents. Any Unavailability as a result of maintenance for both SaaSPlaza- and the Microsoft Azure platform is not calculated as Downtime in the service credit calculations. For Non-Production environments no availability guarantee is applicable.

Incident Handling

Reported Incidents are handled as defined in the following table:

Priority	Description	Response Times	Progress Reports	Support hours	Target Completion Time
1	Critical service affecting Incidents	30 minutes	Every 1 hour	24x7	90% < 1 hour, 100% < 8 hours
2	Serious service affecting Incidents	1 hour	Every 4 hours	Office hours	95% < 1 working day, 100% < 2 working days
3	Medium service affecting Incidents	4 hours	On request	Office hours	100% < 7 working days
4	Minor service affecting Incidents	16 hours	On request	Office hours	100% < 10 working days

Response Time is the time between a Report by the Parties upon identifying an Incident and the moment that SaaSPlaza notifies the Parties of the start of the Incident management process. Target Completion Time is the time between a Report by the Parties and the time that the Incident is resolved.

If SaaSPlaza is performing support services related with an EULA the above mentioned Service Levels are not applicable.

Change Handling

Logged Change Requests are handled for Production Services as defined in the following table, provided that SaaSPlaza agrees to execute the Change Request:



Type	Description	Planning	Progress Reports	Completion
Urgent	Changes which require urgency	< 4 hours	On start, delivery, acceptance and close	95% according to planning
Regular	Regular Change Requests.	< 2 working days	On delivery	95% according to planning

What We Compensate

If SaaSPlaza does not meet a guarantee stated above, the eligible Party may put in a written claim for a credit in the form of a discount within 2 months of the event, as set forth in this section. Credits will be calculated as a percentage of the Service fees: (i) for the Production Services adversely affected by the Incident reported excluding any Licensing Fees or, (ii) related to the missing of an agreed upon planning deadline (for Change Requests or Service Requests) for the current monthly billing period during which the Request occurred.

On Availability

A 10% discount on the monthly Service fees for the Production Services excluding any license fees, for each 0.1% below the Availability percentage of such Services. The maximum compensation on availability is 40% of the Service fees for the Production Services excluding any Licensing Fees.

On Change Handling

In the event that SaaSPlaza does not meet its obligations in achieving the service levels with regards to Change Requests for Production Services as described in the table above, a discount of 25% of the invoiced time and materials fees directly associated with the Request and for each infraction on the reported Change Request will be applied for the affected billing period.

Conditions

Except as stated in the "What We Compensate" section above, the credits will be the sole remedy related to the non-performance of SaaSPlaza with respect to the guarantees provided in this SLA.

Exclusions

Compensation for any infraction is always and fully excluded in the case of the following:

- Downtime of Non-production environments.
- Inappropriate use of the access rights granted by SaaSPlaza to the Parties.
- Operating errors by users of the Parties.
- Erroneous instructions delivered by the Parties to SaaSPlaza.
- Non-compliance with the provisions of the Agreement including this SLA.
- A joint decision by the Parties to perform maintenance and/or Changes outside the Maintenance Window.



- Disproportionate or unforeseen growth in Customer's capacity consumption that leads to the operational limitations due to excessive CPU, memory or storage utilization or any non-performance of the SaaSPlaza Platform.
- DDOS attempts and general internet malfunctions.
- Damage caused by zero-day exploits (e.g., viruses, Trojans, malware, etc.) that could not be detected by virus scanners considered up-to-date at the time of the attack.
- Consequences of bugs in the software and/or third party hardware.
- Incompatibility of the Parties applications with the SaaSPlaza Platform.
- Malfunctions in external services that are contracted by the Parties.
- If Downtime involves damage to, or loss of files, or data, the recovery of files from the backup belong to the service of SaaSPlaza, but is excluded from these guarantees with regard to the recovery time and Availability.
- Downtime caused by the implementation of patches and/or application changes in Private Cloud environments which do not have a Non-Production environment and have been successfully and proven tested thereon.
- Downtime caused by operations and/or maintenance of Services by the Parties for which monitoring has not been disabled.
- Downtime or degradation caused by malfunctions of the Microsoft Azure platform as delivered by Microsoft to SaaSPlaza.
- Unavailability or degradation as a result of maintenance by Microsoft on the Azure platform is not calculated as Downtime.
- Force majeure and any, and all (other) situations that cannot be attributed to SaaSPlaza.

Addendum: Platform Services

SaaSPlaza can offer additional services to Customer typically to complement delivered Dynamics services with Customer specific applications or solutions. These services are offered with service level "Platform".

The "Platform" service level applies to services which are managed by the Customer, with operating system privileges assigned to the Customer. The Customer is responsible for operational management of the service as well as maintaining availability and security of the service. SaaSPlaza's responsibility pertain to the SaaSPlaza infrastructure consisting of data centers, hardware, network and virtualization.

Service level exception

This SLA for platform service is equal to the Dynamics Services with the following exceptions:

Section	Platform service level
Backup	By Default only Operating System backups are performed by SaaSPlaza (e.g. no MS SQL backups) per the retention

	<p>scheme as described in the section “Backup”. Additional backup schedules can be agreed upon and additional cost apply</p>
Monitoring	<p>Only the availability of the Operating System is monitored as defined in section “Monitoring”.</p>
Patch management	<p>SaaSPlaza performs security & critical updates on Operating System level as defined in section “Patch management”. The customer is responsible for maintaining a pre-production environment to be able to test updates prior to implementation.</p> <p>The customer is responsible for initiation of application updates.</p>
Release management	<p>SaaSPlaza follows the vendor Operating System lifecycle as defined in the section “Release management”. The customer is responsible for the lifecycle of the applications.</p>
Availability	<p>The default availability guarantee for Platform Services is 99.9% and applies to the availability of the Hypervisor layer. Any applications or Operating Systems running on the Hypervisor are by default excluded from any availability guarantee.</p>

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Customer Name: City of Santa Clara**Order Effective Date:** April 21, 2020**Service Type Billing Cycle:** Annually beginning on the Transaction Fee Start Date**Email Address for Notice:** gdougherty@santaclaraca.gov**PO to be Issued:** No**Currency for Fees:** USD**Tax Exemption Claimed:** No*(Tax exemption certificate must be provided by Order Effective Date)***Initial Term:** 12 months beginning on the Order Effective Date

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense with TripLink	Primary	N/A	1 and beyond	120	\$2,020.80	\$21.05	\$0.00
Invoice Processing	Primary	N/A	1 and beyond	3300	\$8,250.00	\$6.44	\$0.00
Invoice Capture	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	120	Included	Included	Included
Invoice Check Payments	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	0	\$0.00	\$1.00	\$0.00
Invoice Line Item Capture	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	120	Included	Included	Included
Expense for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$243.60	\$2.54	\$0.00
Purchase Requests for Invoice	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$1,980.00	\$0.75	\$2,500.00

**Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.*

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer's authorization via DocuSign (the "Authorization") shall constitute Customer's assent to this Order Form and its terms. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms set forth herein and as provided at <http://go.sap.com/about/agreements.html>. This Order Form incorporates the following documents in effect as of the date specified above as the "Order Effective Date" in the following order of precedence, all of which constitute the "Agreement": (i) this Order Form, (ii) product-specific Supplemental Terms ("Supplement") for the Service, (iii) Support Policy for the Service, (iv) Service Level Agreement for the Service, (v) Personal Data Processing Agreement for SAP Cloud Services ("DPA"), (vi) General Terms and Conditions for SAP Cloud Services (USA) ("GTC"), and (vii) the then-current Concur Service Description Guide for the Service. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. All references to "SAP" in the GTC and DPA shall mean "Concur". This Order Form as issued by Concur is an offer by Concur. When Concur receives the Authorization on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

Invoicing: Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

Pre-Production System Fees: For each Service Type specified in this Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary service.

Payment Terms: Customer will pay each accurate invoice within 30 days after the applicable invoice date. Customer hereby authorizes Concur to debit/charge Customer's account, as applicable, for the amount specified in each accurate Concur invoice at any time following Concur's presentment of such

invoice to Customer. If Concur is unable to debit/credit Customer's account, as applicable, for the full amount specified in such invoice, then Customer nevertheless shall ensure that such invoice is paid within 30 days after the applicable invoice date.

Additional Definition(s): For purposes of the Agreement, the following terms shall have the definitions set forth below:

"Transaction Fee Start Date" means (i) for the Expense with TripLink Service Type ordered as specified above (and all the extended services that pertain to such Service Type) the second calendar month after the date specified above as the "Order Effective Date"; and (ii) for the Invoice Processing Service Type ordered as specified above (and all the extended services that pertain to such Service Type) the second calendar month after the date set forth above as the "Order Effective Date".

Credit Card Type:

Credit Card No.:

Expiration Date:

Name on Card:

(company or individual name)

Credit Card Billing Address:

Address Line 2:

City:

State/Province:

Zip/Postal:

Country:

By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

SAP CONCUR CLOUD SERVICE SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions for the Service shall apply to the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement.

1. Monitoring. Notwithstanding anything in the GTC to the contrary, Customer is not obligated to monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume.

2. Travel Fees. If the "Travel & Expense" or "Travel" Service is provided under the Agreement, then Concur shall have the right to effect reasonable changes to the recurring fees under the Agreement to the extent of any general fee change assessed across Concur's customers of the applicable Service due to changes in Concur's third-party costs associated with its travel management business (e.g., GDS or other similar third party fees), upon notice to Customer at least 30 days before the effective date of the change and provided that such costs are passed through without markup by Concur.

3. Customer Data. Subject to the terms of the Agreement, Customer hereby grants Concur a non-exclusive, non-transferable, worldwide right to use and disclose the electronic data specifically pertaining to Customer and/or its Authorized Users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of providing the Service.

4. Feedback. Customer may provide Concur with suggestions for product or service improvement or modification in connection with any present or future Concur product or service ("Feedback"). Accordingly, Feedback shall not be considered Confidential Information under the Agreement and neither Concur nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such Feedback.

5. Notices. All notices hereunder by either party shall be in writing and given when delivered via email to Concur at notices@concur.com and to Customer at their email address for notices set forth in the initial Order Form.

6. Term. Except as otherwise set forth in an Order Form, the term of the Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the initial term specified in the initial Order Form (the "Initial Term"). After the Initial Term or any renewal term, the term for the Service shall continue thereafter, provided that either party may terminate the Agreement after the Initial Term or any renewal term by delivering written notice of termination to the other party at least 90 days (unless otherwise specified in an Order Form) before the desired effective date of such termination. All terms and conditions of the GTC and the Supplement shall remain in effect until termination of the Agreement, except as the parties expressly agree otherwise in writing.

7. Invoicing. Concur will invoice for the Fees set forth in an Order Form, as set forth herein and in such Order Form.

7.1 Initial Set Up Fees: Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in such Order Form at any time on or after the "Order Effective Date" set forth in such Order Form.

7.2 Transaction Fees and Other Recurring Fees: Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in such Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date (as defined in such Order Form) for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

8. Optional Select Access Services. Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur's Select Access Services in conjunction with Customer's use of an applicable Concur Service for additional fees based on actual usage of such Select Access Services. A list of Concur's Select Access Services and corresponding fees and related terms are posted on the Concur Support Portal website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

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SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services ("Agreement") between SAP and Customer.

SUPPORT AND SUCCESS PLAN SERVICES

As part of SAP's ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels; SAP Enterprise Support, cloud editions, SAP Preferred Success and SAP Preferred Care. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Success and SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for certain SAP Cloud Solutions listed under <https://support.sap.com/preferredsuccessproductlist>. SAP Preferred Success and SAP Preferred Care are not available, and are not provided, for any third-party cloud services purchased through SAP.

1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

- 1.1 Enterprise Support, cloud editions:** Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2 SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and Success Programs to help drive consumption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to SAP Preferred Success specific learning content. Customer can have up to 5 Key Users access SAP Learning Hub, solution edition specific to the cloud service
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP's discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP's discretion
Support via web and platform for social business collaboration	Exclusive access to SAP Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation and Value Realization	
Access to Success Programs	✓
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP's discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

1.3 SAP Preferred Care: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.4 Access to Empowerment and Innovation and Value Realization Services.

Empowerment content and session schedules are stated at the SAP Support Portal in the [SAP Enterprise Support Academy](#) section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving a customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

2. CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: <https://support.sap.com/contactus>) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as the primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at <https://support.sap.com>, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass	https://concursolutions.com https://connect.ariba.com https://www.fieldglass.com/customer-support or embedded in the application help menu https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Digital Interconnect SAP Business ByDesign SAP Cloud for Customer SAP Learning Hub	Embedded in the applicable SAP Cloud Service: <ul style="list-style-type: none">• For end-users: The "Help Center", accessible from every screen,• For Key Users: The "Application & User Management Work Center".

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Definition	Response Level
P1	Very High: An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	Initial Response: Within one hour of case submission. Ongoing Communication: Unless otherwise communicated by SAP Support, once every hour. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.

This is generally caused by the following circumstances:

- A productive service is completely down.
- The imminent system Go-Live or upgrade of a production system cannot be completed.
- The customer's core business processes are seriously affected.

A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.

P2	High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP service that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Success and SAP Preferred Care customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every six hours. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Success and SAP Preferred Care customers only.
P3	Medium: An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.	Initial Response: Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Success and SAP Preferred Care customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.
P4	Low: An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily, or are rarely used.	Initial Response: Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Success and SAP Preferred Care customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every week.

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer Contact. In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and

Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

- (i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;
- (ii) Manage background jobs and the distribution of business tasks across users (if available);
- (iii) Manage and monitor connections to Customer's third-party systems (if available);
- (iv) Support the adoption of the Cloud Service.

5.2 Contact Details. Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at <https://support.sap.com> or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3 Cooperation. To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.
Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com .
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing

	Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under SAP Preferred Care and/or SAP Preferred Success.
SAP Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Support-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.
SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this may include a Support Expert.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement ("SLA") for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("SAP Cloud Services") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

"Downtime" means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

"Month" means a calendar month.

"Monthly Subscription Fees" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.

"UTC" means Coordinated Universal Time standard.

3. System Availability SLA and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability

System Availability percentage is calculated as follows:

$$\text{System Availability Percentage} = \left(\frac{\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} \right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any Major Upgrade Window described in Section 5 for which the customer has been notified at least five (5) business days prior to such Major Upgrade Window or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4. Maintenance Windows for SAP Cloud Services

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the primary data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

4.1 **Weekly Maintenance Windows for SAP Cloud Services – Standard Windows**

SAP weekly standard maintenance windows are scheduled as listed below for the Cloud Services in this section:

Start Time in UTC per region

MENA	FRI	7 pm	UTC
APJ	SAT	3 pm	UTC
Europe:	SAT	10 pm	UTC
Americas	SUN	4 am	UTC

The above-mentioned maintenance windows define the maximum scheduled downtime from which certain cloud services consume only partially.

Cloud Services maintenance window durations	
SAP Asset Manager SAP Browse Manager and Conversion Manager SAP Cloud Platform SAP Cloud Platform Credential Stores SAP Connected Parking SAP Customer Identity, SAP Customer Identity, B2B add-on, SAP Customer Consent, SAP Customer Profile SAP Enterprise Messaging SAP Exchange Media SAP Fiori Cloud SAP Logistics Business Network, global track and trace SAP Merchandising SAP TwoGo SAP Vehicles Network SAP Work Manager, Cloud Edition	Zero Downtime
S/4HANA Cloud for credit integration S/4HANA Cloud for customer payments SAP Big Data Margin Assurance, cloud edition SAP Brand Impact SAP Cloud Peering SAP Cloud Platform Gamification SAP Data Quality Management SAP Knowledge Workspace SAP Public Budget Formulation, cloud edition SAP Service Ticket Intelligence (formerly SAP Service Ticketing)	1 hour
SAP Agile Data Preparation SAP Cash Application SAP Cloud Platform API Management SAP Cloud Platform Integration SAP Connected Goods SAP Customer Attribution SAP Digital Payments SAP Health Engagement SAP Innovation Management SAP IoT Application Enablement SAP Leonardo IoT	2 hours

SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica) SAP Market Rates Management SAP Multi – Bank Connectivity SAP Network Logistics Hub (formerly SAP Connected Logistics) SAP Predictive Maintenance and Service, cloud edition SAP Resolve SAP Roambi	
SAP Financial Statements Insights SAP RealSpend	3 hours
Fieldglass S/4HANA Cloud Edition SAP Agent Connection SAP Analytics Cloud (formerly BusinessObjects Cloud, or Cloud for Analytics, or Cloud for EPM (includes Cloud for Planning) SAP Analytics Hub SAP Asset Intelligence Network SAP Asset Strategy and Performance Management SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365 SAP Business ByDesign SAP Cloud Data Warehouse SAP Cloud for Customer SAP Cloud for Energy SAP Cloud for Real Estate SAP Cloud for Travel and Expense SAP Cloud Identity Access Governance SAP Cloud Platform, ABAP environment SAP Cloud Platform, Cloud Foundry Environment, Infrastructure SAP Cloud Platform Consent Repository SAP Cloud Platform Excise Tax Service SAP Cloud Platform, Hyperledger Fabric SAP Cloud Platform Job Schedule SAP Cloud Platform Master Data for Business Partners SAP Cloud Platform, MultiChain SAP Cloud Platform Personal Data Manager SAP Cloud Platform, Quorum SAP Cloud Platform SAP HANA service, Enterprise edition SAP Cloud Platform SAP HANA service, Standard edition SAP Cloud Platform Transport Management SAP Cloud Platform Virtual Machine SAP Commerce Cloud SAP Commerce Cloud, context-driven services SAP Connected Agriculture SAP Consumer Insight 365 SAP Consumer Sales Intelligence SAP Contact Center, Cloud Edition SAP Contact Center 365 SAP Conversational AI SAP CoPilot SAP CPQ, edition for variant configuration SAP Customer Engagement Center SAP Customer Order Sourcing SAP Data Custodian SAP Data Intelligence SAP Data Privacy Governance	4 hours

SAP Digital Manufacturing Cloud SAP Distributed Manufacturing SAP Document Compliance SAP Edge Services SAP Enable Now SAP Enterprise Architecture Designer, cloud edition SAP Enterprise Chatbot SAP Entitlement Management SAP Field Service Management, SAP Crowd Service SAP Integrated Business Planning SAP Intelligent Product Design SAP Intelligent Notification 365 SAP Intelligent Robotic Process Automation SAP Leonardo IoT Bridge SAP Leonardo Machine Learning Foundation SAP Live Customer Cloud SAP Localization Hub, tax service SAP Logistics Business Network; SAP Logistics Business Network, freight collaboration option SAP Loyalty SAP Marketing Cloud SAP Market Communication for Utilities SAP Omnichannel Promotion Pricing SAP Product Configuration add on for SAP Commerce, SAP Product Configuration Intelligence, SAP Product Configuration SAP Product Content Hub SAP Product Stewardship Network SAP Qualtrics SAP Sales and SAP Service SAP Search and Discovery SAP Subscription Billing SAP SuccessFactors People Analytics SAP Supply Base Optimization SAP Translation Hub SAP Upscale Commerce SAP Vehicle Insights SAP Watch List Screening trading platform integration for SAP Treasury and Risk Management and SAP Cash Management	
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4.2 Weekly Maintenance Windows for SAP Cloud Services – Individual Windows

Due to specific business reasons, the below listed SAP Cloud Services use individual maintenance windows

Cloud Services with individual maintenance window durations		
Cloud Service	Maintenance Window	Duration
Concur	Europe: SAT 10 pm UTC (Winter) SAT 9 pm UTC (Summer) Americas: SUN 1 am UTC (Winter) SUN 12 am UTC (Summer)	4 hours
SAP Agent Performance Management (formerly Producer Pro)	Winter: SUN 8 am UTC Summer: SUN 7 am UTC	6 hours

SAP Ariba Cloud Services	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC	4 hours
SAP Business One Cloud, SAP-Hosted Option	Europe: MON 12 am UTC Americas: North America: MON 7 am UTC Latin America: MON 4 am UTC	4 hours
SAP Cloud Appliance Library	Bi-weekly (odd calendar weeks): APJ, Europe, Americas: THU 6 am UTC	1 hour
SAP Commissions SAP Territory and Quota	Winter: SUN 8 am UTC Summer: SUN 7 am UTC	6 hours
SAP CPQ	Every 3 rd Saturday of each month. Winter 2 am UTC Summer 1 am UTC	4 hours
SAP Event Ticketing, Event Ticketing Pro	Europe: SUN 11 pm UTC & WED 2 am UTC Americas: MON 4 am UTC & WED 5 am UTC	5 hours 1 hour 5 hours 1 hour
SAP Information Collaboration Hub for Life Sciences	APJ: SAT 5.30 am UTC Europe: SAT 5.30 am UTC Americas: SAT 5.30 am UTC	4 hours
SAP Intelligent Sales Execution	Winter: SUN 8 am UTC Summer: SUN 7 am UTC	6 hours
SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours
SAP Jam Collaboration SAP Jam Communities SAP Learning Hub SAP SuccessFactors HXM Suite (except Employee Central Payroll)	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC (Amsterdam DC2 & St Leon Rot DC12) SAT 10 pm UTC (Biere DC16 & Moscow DC18) Americas: SUN 4 am UTC	7 hours
SAP Litmos Training, all editions ViewCentral	Bi-Weekly APJ: FRI 5 pm UTC Europe: FRI 10 pm UTC Americas: SAT 12 am UTC Monthly – 3rd Sunday All Regions: SUN 1 am UTC (Summer)	Bi-Weekly: 2 hours Monthly: 5 hours
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours
SAP Logistics Business Network, material traceability option	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC Early Adoption Hours: Europe: THU 9 am UTC	4 hours 2 hours
SAP Predictive Engineering Insights	APJ, Europe, Americas FRI 3 pm UTC	2 hours

SAP Product Lifecycle Costing, cloud edition	Monthly: Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	6 hours
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour
SAP SuccessFactors Employee Central Payroll	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC Americas: SUN 4 am UTC	4 hours

5. **Major Upgrade Windows for SAP Cloud Services**

For more extensive changes to the SAP Cloud Services such as changing product versions, SAP uses the following Major Upgrade Windows for SAP Cloud Services

Cloud Services with Major Upgrade Windows	
Cloud Service	Major Upgrade Windows
Fieldglass	Up to 5 times per year: (requires 5 days advance notice): Europe: FRI 9 pm – SUN 2 pm UTC Americas: SAT 5 am – SUN 9 pm UTC
SAP Agile Data Preparation	Up to 4 times per year: SAT 1 am - SAT 8 am UTC
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	Up to 4 times per year: MENA: FRI 7 pm – SAT 1 am UTC APJ: SAT 3 pm – SAT 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – SUN 10 am UTC <i>*These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.</i>
SAP Analytics Hub SAP Roambi SAP SuccessFactors People Analytics	Up to 4 times per year: MENA: FRI 7 pm – SAT 1 am UTC APJ: SAT 3 pm – SAT 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – SUN 10 am UTC
SAP Ariba Cloud Services	Up to 2 Times per year: MENA: FRI 7 pm – SAT 3 am UTC APJ, Europe, Americas: SAT 7 pm – SUN 3 am UTC
SAP Asset Intelligence Network	Up to 4 times per year: Europe: SUN 1:30 am – SUN 5:30 am UTC
SAP Asset Manager SAP Big Data Margin Assurance, cloud edition SAP Connected Agriculture SAP Exchange Media S/4HANA Cloud for credit integration S/4HANA Cloud for customer payments SAP Supply Base Optimization	Up to 4 times per year: APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

SAP Asset Strategy and Performance Management	Up to 4 times per year Europe: SUN 1:30 am - SUN 5:30 am UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to 4 times per year: Americas: SAT 4 am to SAT 2:00 pm UTC
SAP BusinessByDesign SAP Cloud for Real Estate SAP Cloud for Travel and Expense	Up to 4 times per year: APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Business One Cloud, SAP-hosted Option	Up to 4 times per year: Europe, Americas: SAT 9 am – SAT 3 pm UTC
SAP Cash Application	Up to 4 times per year: Europe: SAT 7 am – SAT 1 pm UTC
SAP Cloud Appliance Library	Up to 12 times per year , during a one (1) hour window made known by SAP at least one (1) week in advance.
SAP Data Warehouse	Up to 4 times per year: Europe: SAT 10 pm - SUN 2 am UTC Americas: SUN 4 am - SUN 8 am UTC
SAP Cloud for Customer	Up to 4 times per year: APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Cloud for Energy	Up to 4 times per year: Europe: FRI 3:30 am – FRI 3:30 pm
SAP Cloud Identity Access Governance	Up to 4 times per year Americas: SAT 1 pm – SAT 7 pm UTC
SAP Cloud Platform SAP Cloud Platform, Cloud Foundry Environment Infrastructure. SAP Cloud Platform Credential Store SAP Cloud Platform Excise Tax Service SAP Cloud Platform Gamification SAP Cloud Platform, Hyperledger Fabric SAP Cloud Platform Job Scheduler SAP Cloud Platform Mobile Service for app and device management SAP Cloud Platform, MultiChain SAP Cloud Platform Mobile Service for SAP Fiori SAP Cloud Platform Virtual Machine SAP Cloud Platform, Quorum SAP Fiori Cloud	Up to 4 times per year: APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Agent Connection SAP Cloud Platform, ABAP environment SAP Cloud Platform Transport Management SAP Commerce Cloud, context-driven services SAP Entitlement Management SAP Intelligent Robotic Process Automation	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Cloud Platform API Management	Up to 4 times per year: APJ: FRI 2 pm – SAT 2 pm UTC Europe: FRI 10 pm – SAT 10 pm UTC Americas: SAT 4 am – SUN 4 am UTC

SAP Cloud Platform Consent Repository	Up to 4 times per year Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am –SAT 8 am UTC
SAP Cloud Platform Integration SAP Document Compliance	Up to 4 times per year: APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Cloud Platform Master Data for Business Partners SAP Crowd Service SAP Data Privacy Governance SAP Field Service Management SAP Localization Hub, tax service SAP Loyalty SAP Product Lifecycle Costing, Cloud Edition	Up to 4 times per year
SAP Cloud Platform Personal Data Manager	Up to 4 times per year Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am –SAT 8 am UTC
SAP Cloud Platform SAP HANA service, enterprise edition SAP Cloud Platform SAP HANA service, standard edition	Up to 4 times per year for 8 hours: APJ: FRI 9 pm – SAT 5 am UTC Europe: SAT 4 am – SAT 12 pm UTC Americas: SAT 10 am – SAT 6 pm UTC
SAP Commerce Cloud SAP CPQ, edition for variant configuration SAP Product Configuration add on for SAP Commerce SAP Product Configuration Intelligence SAP Product Configuration SAP Product Configuration as part of SAP CPQ, edition for variant configuration	Up to 4 times per year: APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC
SAP Connected Goods SAP Contact Center, Cloud Edition SAP Contact Center 365	Up to 4 times per year: APJ: FRI 2 pm – SUN 7 pm UTC Europe: FRI 9 pm – MON 2 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Connected Parking	Up to 4 times per year: Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3 am- MON 11 am UTC
SAP Consumer Insight 365	Up to 4 times per year: APJ: SAT 3 pm – SUN 1 am UTC
SAP Consumer Sales Intelligence	Up to 4 times per year: Europe: MON 10 pm – TUE 4 am Americas: TUE 10 pm – WED 4 am
SAP Conversational AI	Up to 4 times per year: SAT 4 am to SUN 4 am UTC
SAP Customer Attribution	Up to 4 times per year: Americas: SAT 1 pm - SUN 1 pm UTC Europe: SAT 7 am - SUN 7 am UTC
SAP Customer Engagement Center	Up to 4 times per year: APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC

SAP Customer Order Sourcing	Up to 4 times per year for 8 hours: APJ: FRI 9 pm – SAT 5 am UTC FRI 2 pm – FRI 6 pm UTC Europe: SAT 4 am – SAT 12 pm UTC FRI 10 pm – SAT 2 am Americas: SAT 10 am – SAT 6 pm UTC SAT 4 am – SAT 8 am UTC
SAP Data Custodian	Up to 4 times per year: Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Digital Manufacturing Cloud	Up to 4 times per year Europe, Americas: SAT 10 am - SAT 10 pm UTC
SAP Digital Payments	Up to 4 times per year: SAT 7 am to SUN 1 pm UTC
SAP Distributed Manufacturing	Up to 4 times per year: Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Edge Services	Up to 4 times per year: FRI 10:00 pm to MON 3:00 am UTC
SAP Enable Now	Up to 4 times per year: APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC
SAP Enterprise Architecture Designer, cloud edition	Up to 4 times per year: Europe: SAT 8 am – SAT 8 pm UTC
SAP Enterprise Chatbot	Up to 4 times per year: APJ: SAT 3 pm – SUN 3 pm UTC Europe: SAT: 10 pm SUN 10 pm UTC Americas: SUN 4 am – MON 4 am UTC Max downtime 24 hours. Every second Saturday of March, June, September, December.
SAP Enterprise Messaging	Up to 4 times per year: APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Financial Statements Insights	Up to 4 times per year: APJ, Europe, Americas: SAT 7 am – SAT 1 pm UTC
SAP Health Engagement	Up to 4 times per year: Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Information Collaboration Hub for Life Sciences	Up to 4 times per year: Planned 4 times per year for regular upgrades: February, May, August, November.
SAP Innovation Management	Up to 4 times per year: APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC

SAP Integrated Business Planning S/4HANA Cloud Edition	Up to 4 times per year: MENA: FRI 1 am – SAT 1 am UTC APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Intelligent Product Design	Up to 4 times per year: APJ: SAT 12 am – SUN 12 am UTC Europe: SAT 7 am – SUN 7 am UTC Americas: SAT 3 pm – SUN 3 pm UTC
SAP IoT Application Enablement	Up to 4 times per year: APJ: SAT 12 am – SAT 12 pm UTC Europe: SAT 7 am – SAT 7 pm UTC Americas: SAT 3 am – SAT 3 pm UTC
SAP IoT Connect 365	Up to 4 times per year: SAT 7 am – SAT 1 pm UTC
SAP Knowledge Workspace	Up to 8 times per year
SAP Jam Collaboration SAP Jam Communities SAP Learning Hub SAP SuccessFactors HXM Suite (except Employee Central Payroll)	Up to 6 times per year: MENA: FRI 7 pm – SAT 2 am UTC APJ: FRI 3 pm – FRI 10 pm UTC Europe: FRI 10 pm – SAT 5 am UTC Americas: SAT 4 am – SAT 11 pm UTC
SAP Leonardo IoT	Up to 4 times per year. APJ: SAT 3 pm – SAT 7 pm UTC Europe: SAT 10 pm – SUN 2 am UTC Americas: SUN 4 am – SUN 8 am UTC
SAP Leonardo IoT Bridge SAP Multi-Bank Connectivity	Up to 4 times per year APJ: FRI 2 pm – SUN 7 pm UTC Europe: FRI 9 pm – MON 2 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Leonardo machine learning foundation SAP Sales and SAP Service	Up to 4 times per year: APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Litmos Training, all editions View Central	Up to 4 times per year APJ: FRI 5 pm – FRI 10 pm UTC Europe: FRI 10 pm – SAT 3 am UTC Americas: SAT 12 am – SAT 5 am UTC
SAP Live Customer Cloud	Up to 4 times per year: APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
SAP Localization Hub, advanced compliance reporting service	Up to 12 times a year: Four (4) hours window made known by SAP at least one (1) week in advance.
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	Up to 4 times per year: Europe: SUN 3 am UTC Americas: SAT 3 am UTC
SAP Logistics Business Network; SAP Logistics Business Network, freight collaboration option SAP Logistics Business Network, material traceability SAP Logistics Business Network, global track and trace	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC Odd Numbered Weeks 5 am - 7 am UTC

SAP Marketing Cloud	Up to 4 times per year: MENA: FRI 1 am – SAT 1 am UTC APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Market Communication for Utilities	Up to 4 times per year: APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Market Rates Management	Up to 10 times per year
SAP Network Logistics Hub (formerly SAP Connected Logistics)	Up to 4 times per year: APJ, Europe, Americas: Any weekday: 3:30 am – 7:30 am UTC
SAP Omnichannel Promotion Pricing	Up to 4 times per year for 8 hours: APJ: FRI 9 pm – SAT 5 am UTC FRI 2 pm – FRI 6 pm UTC Europe: SAT 4 am – SAT 12 pm UTC FRI 10 pm – SAT 2 am Americas: SAT 10 am – SAT 6 pm UTC SAT 4 am – SAT 8 am UTC
SAP Predictive Engineering Insights	Up to 8 times per year: APJ, Europe, Americas: FRI 3 pm – MON 7 am UTC
SAP Predictive Maintenance and Service, Cloud Edition	Up to 4 times per year: Europe: SUN 1:30 am – SUN 5:30 am UTC
SAP Product Content Hub	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am to SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Product Stewardship Network	Up to 4 times per year: APJ, Europe, Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	Up to 4 times per year: APJ, Europe, Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Up to 4 times per year: APJ, Europe, Americas: SAT 3 am – MON 8 am UTC
SAP Search and Discovery	Up to 8 times per year Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Service Ticket Intelligence	Up to 4 times per year: Europe: WED 2 am-4 am UTC Americas: WED 6 am – 8 am UTC
SAP SportsOne	Once per year, 8 hours
SAP Subscription Billing	Up to 4 times per year Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am - SUN 12 pm UTC
SAP SuccessFactors Employee Central Payroll	Up to 6 times per year: MENA: FRI 7 pm – FRI 11 pm UTC APJ: FRI 3 pm – FRI 7 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC

SAP Translation Hub	Up to 12 times per year: During a 4 hour window made known by SAP at least 1 week in advance.
SAP TwoGo	Up to 12 times per year: Europe: FRI 9 pm to MON 2 am UTC
SAP Vehicle Insights	Up to 4 times per year: APJ: SAT 11 am- SAT 11 pm UTC Europe: SAT 7 am– SAT 7 pm UTC Americas: SAT 1 pm– SUN 1 am UTC
SAP Vehicles Network	Up to 4 times per year: APJ: SAT 2 pm– SUN 10 pm UTC Europe: SAT 9 pm– MON 5 am UTC Americas: SUN 3 am– MON 11 am UTC
SAP Watch List Screening	Up to 4 times per year: FRI 7 am to 10 pm
SAP Work Manager, Cloud Edition	Up to 12 times per year: Europe: THU 6 pm – THU 8 pm UTC
trading platform integration for SAP Treasury and Risk Management and SAP Cash Management	Up to 4 times per year: APJ: SAT 3 am – SAT 9 pm UTC Europe: SAT 9 am – SUN 3 am UTC Americas: SAT 3 am – SAT 9 pm UTC

NOTE: Maintenance and upgrade windows for products on Callidus pricelist are available on Callidus website. Please contact Callidus support for further details.

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VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
Ruum by SAP	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 3 times per year
SAP Access Violation Management by Greenlight	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 12 times per year: Every 4 th Saturday of March and September 11 pm UTC – 3 am UTC
SAP Account Reconciliation & Automation by Blackline SAP Account Reconciliation & Automation by BlackLine, premier edition SAP Intercompany Financial Hub by Blackline	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 12 times per year: On request to SAP
SAP Advanced Data Migration by Syniti, cloud edition	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Archiving and Document Access by OpenText, cloud edition	APJ: SAT 7 am UTC & WED 10 am UTC Europe: Frankfurt FRI 7 pm UTC & WED 10 pm UTC Amstelveen FRI 7 pm UTC & WED 10 pm UTC & SUN 3 pm UTC Americas: Toronto SAT 1 am UTC & TUE 8 pm UTC Ashburn SAT 2 am UTC Austin SAT 1 am UTC & TUE 8 pm UTC Lithia Springs SAT 1 am UTC & TUE 8 pm UTC & SUN 2 am UTC	5 hours 3 hours 5 hours 3 hours 5 hours 3 hours 2 hours 5 hours 3 hours 4 hours 5 hours 3 hours 5 hours 3 hours 4 hours	Up to 12 times per year:
SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC Americas: SAT 10 am UTC	12 hours	Regular Maintenance windows on a third Saturday of each month
SAP Commerce Marketplace Management by Mirakl	12:00 am to 8:00 am UTC upon written request from the partner and mutual agreement.	4 hours	Upon written request from partner and agreement.
SAP Communication Center by Ancile	OPTION 1: APJ: MON & WED 6 pm UTC Europe: TUE & THU 1 am UTC Americas: TUE & THU 7 am UTC OPTION 2: APJ: FRI 6 pm UTC Europe: SAT 1 am UTC Americas: SAT 7 am UTC	2 hours 4 hours	Customer may select from any one of the maintenance window options 1 or 2.
SAP Content Stream by Skillsoft	SUN 6 pm UTC	2 hours	None
SAP Data Visualization by Zoomdata	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: MON 11 pm – TUE 3 am Region Local Time

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Digital Asset Management Cloud by OpenText	Europe: SAT 7:00 pm UTC SUN 3:00 pm UTC Americas: SAT 1:00 am UTC SUN 2:00 am UTC	5 hours 2 hours 5 hours 4 hours	Up to 52 times per year
SAP Dynamic Pricing by GK 1.0	APJ: SAT 3 am UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	8 hours	Up to 4 times per year:
SAP Energy Self-Service Accelerator for Utilities by SEW, cloud edition Supplement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	None.
SAP Extended Enterprise Content Management by OpenText, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 12 times per year: APJ: FRI 4 pm to 8 pm UTC+8 Europe: FRI 9 am to 1 pm UTC+1 Americas: FRI 3 am to 7 am UTC-5
SAP Extended Enterprise Content Management by OpenText, add-on for capital projects and operations	Europe: Amstelveen, NL, and Woking, GB (twin-capable facilities) FRI 8 pm UTC SUN 4 pm (this window may be used a maximum of 4 times per year.) Americas: Lithia Springs, GA, and Allen, TX (twin-capable facilities) SAT 2 am UTC SUN 3 am UTC	5 hours 2 hours 5 hours 4 hours	Up to 1 time per year: A major system upgrade would not be done more than once in year and the update and upgrade activity will be planned around the established maintenance windows and should not require downtime outside of those.
SAP Extended Enterprise Content Management by OpenText, add-on for Microsoft Office 365	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 1 time per year:
SAP Knowledge Central by Mindtouch	OPTION 1: APJ: MON & WED 6 pm UTC Europe: TUE & THU 1 am UTC Americas: TUE & THU 7 am UTC OPTION 2: APJ: FRI 6 pm UTC Europe: SAT 1 am UTC Americas: SAT 7 am UTC	2 hours 4 hours	Up to 4 times per year: Customer may select from any one of the maintenance window options 1 or 2. APJ: FRI 2 pm - SAT 2 pm UTC Europe: FRI 9 pm - SAT 9 pm UTC Americas: SAT 3 am - SUN 3 am UTC
SAP Mobile Consumer Assistant by GK, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Omnichannel POS by GK	MENA: FRI 7 pm UTC APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 pm – SAT 2 pm UTC Europe: FRI 10 pm – SAT 10 pm UTC Americas: SAT 4 am – SUN 4 am UTC
SAP Process Mining by Celonis, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC Europe: SAT 8 pm UTC Americas: SUN 2 am UTC	6 hours	Up to 4 times per year: APJ: SAT 1 pm – SAT 7 pm UTC Europe: SAT 8 pm – SUN 2 am UTC Americas: SUN 2 am – SUN 8 am UTC
SAP Quality Center, LoadRunner, and StormRunner by Micro Focus	Europe: SUN 8 am UTC	2 hours	Up to 12 times per year.

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP S/4HANA Cloud Invoice Processing by OpenText	Europe: FRI 8 pm to SAT 1 am UTC, SUN 4 pm to SUN 6 pm UTC (this window may be used a maximum of 4 times per year) Americas: FRI 3 pm to SAT 8 pm UTC SAT 4 pm to SUN 8 pm UTC	2 hours	
SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 2 times per year 30 June, 31 December
SAP Signature Management by DocuSign	None	N/A	
SAP SuccessFactors Document Management by OpenText	Europe: SAT 19:00 UTC SUN 15:00 UTC Americas: SAT 1:00 UTC SUN 2:00 UTC	5 hours 2 hours 5 hours 4 hours	Up to 52 times per year
SAP Time and Attendance Management by Workforce Software SAP Workforce Forecasting and Scheduling by WorkForce Software	APJ: SAT 1 pm UTC Europe: SAT 8 pm UTC Americas: SUN 2 am UTC	4 hours	
SAP Time Management by Kronos	APJ: FRI 2 pm UTC Europe: FRI 11 pm UTC Americas: FRI 7 pm UTC	4 hours	Up to 4 times per year.
SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas: Weekdays 7 pm UTC APJ, Europe, Americas: Every 4 th MON of every month 11 pm UTC	2 hours 4 hours	APJ, Europe, Americas: SAT 5 am – SUN 8 pm UTC
SAP U.S. Benefits Management by Benefitfocus	Americas: SAT 4 am UTC	8 hours	
SAP User Experience Management by Knoa	Europe: WED 9 pm UTC Americas: SAT 10 am UTC THU 3 am UTC	2 hours 12 hours 2 hours	

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

- 1.1 Purpose and Application.** This document ("DPA") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP, and Customer shall not store Personal Data in such environments.
- 1.2 Structure.** Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.
- 1.3 GDPR.** SAP and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("GDPR"), in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.
- 1.4 Governance.** SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

2. SECURITY OF PROCESSING

- 2.1 Appropriate Technical and Organizational Measures.** SAP has implemented and will apply the technical and organizational measures set forth in [Appendix 2](#). Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.
- 2.2 Changes.** SAP applies the technical and organizational measures set forth in Appendix 2 to SAP's entire customer base hosted out of the same Data Center and receiving the same Cloud Service. SAP may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3. SAP OBLIGATIONS

- 3.1 Instructions from Customer.** SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

- 3.2 Processing on Legal Requirement.** SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.
- 3.3 Personnel.** To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.
- 3.4 Cooperation.** At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. SAP shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct or remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.
- 3.5 Personal Data Breach Notification.** SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.
- 3.6 Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

4. DATA EXPORT AND DELETION

- 4.1 Export and Retrieval by Customer.** During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.
- 4.2 Deletion.** Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

5. CERTIFICATIONS AND AUDITS

- 5.1 Customer Audit.** Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:
 - (a)** SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards

(scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

- (b) A Personal Data Breach has occurred;
- (c) An audit is formally requested by Customer's data protection authority; or
- (d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.

5.2 Other Controller Audit. Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

5.3 Scope of Audit. Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

5.4 Cost of Audits. Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6. SUBPROCESSORS

6.1 Permitted Use. SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- (a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
- (b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- (c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

6.2 New Subprocessors. SAP's use of Subprocessors is at its discretion, provided that:

- (a) SAP will inform Customer in advance (by email or by posting on the support portal available through SAP Support) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
- (b) Customer may object to such changes as set out in Section 6.3.

6.3 Objections to New Subprocessors.

- (a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of SAP's notice to Customer

informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.

- (b) Within the thirty day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the thirty day period.
- (c) Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

6.4 Emergency Replacement. SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

7. INTERNATIONAL PROCESSING

7.1 Conditions for International Processing. SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

7.2 Standard Contractual Clauses. Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:

- (a) SAP and Customer enter into the Standard Contractual Clauses;
- (b) Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by SAP) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when SAP has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer; and/or
- (c) Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

7.3 Relation of the Standard Contractual Clauses to the Agreement. Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.

7.4 Governing Law of the Standard Contractual Clauses. The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.

8. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such

as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

9. EU ACCESS

- 9.1 Optional Service.** EU Access is an optional service that may be offered by SAP. SAP shall provide the Cloud Service eligible for EU Access solely for production instances in accordance with this Section 9. Where EU Access is not expressly specified and agreed in the Order Form, this Section 9 shall not apply.
- 9.2 EU Access.** SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service and SAP shall not export Personal Data outside of the EEA or Switzerland unless expressly authorized by Customer in writing (e-mail permitted) on a case by case basis; or as excluded under Section 9.4.
- 9.3 Data Center Location.** Upon the effective date of the Agreement, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a Data Center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.
- 9.4 Exclusions.** The following Personal Data is not subject to 9.2 and 9.3:
- (a)** Contact details of the sender of a support ticket; and
 - (b)** Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP.

10. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

- 10.1 "Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 10.2 "Data Center"** means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: <http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html> or notified to Customer or otherwise agreed in an Order Form.
- 10.3 "Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).
- 10.4 "Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.
- 10.5 "EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
- 10.6 "European Subprocessor"** means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

- 10.7 “Personal Data”** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 10.8 “Personal Data Breach”** means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 10.9 “Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
- 10.10 “Standard Contractual Clauses”** or sometimes also referred to the “EU Model Clauses” means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.
- 10.11 “Subprocessor”** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE’s Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

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Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter

The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

Data Importer

SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP SE Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:

- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP SE Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects

Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)

The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

Processing Operations / Purposes

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service

- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

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Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define SAP's current technical and organizational measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- SAP protects its assets and facilities using the appropriate means based on the SAP Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third-party Data Center providers log the names and times of authorized personnel entering SAP's private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the SAP Security Policy
- All personnel access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place so that requested authorization changes are implemented only in accordance with the SAP Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain

passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.
- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. SAP uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the SAP Security Policy.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.
- SAP does not allow the installation of software that has not been approved by SAP.
- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over SAP internal networks is protected according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:

- SAP only allows authorized personnel to access Personal Data as required in the course of their duty.
- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within the Cloud Service to the extent technically possible.

1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- SAP uses controls and processes to monitor compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- SAP employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- SAP has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control. Personal Data collected for different purposes can be processed separately.

Measures:

- SAP uses the technical capabilities of the deployed software (for example: multi-tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.
- If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9 Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

Measures:

SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;

- External and internal penetration testing;
- Regular external audits to prove security measures.

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Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.
28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation; Records of processing
46(2) (c)	7.2	Standard Contractual Clauses.

Appendix 4
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)¹

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer also on behalf of the other Controllers
(in the Clauses hereinafter referred to as the '**data exporter**')
and

SAP
(in the Clauses hereinafter referred to as the '**data importer**')
each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

¹ Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will

continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS

Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) circumvent or endanger its operation or security.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.

SAP may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7 Mobile Access to Cloud Service.

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.8 On-Premise Components.

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. In addition to the support policy referenced in the Order Form, specific SAP support and maintenance policies apply to the On-Premise Components and can be found in SAP Support Note 2658835.

3. SAP RESPONSIBILITIES

3.1 Provisioning.

SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.

SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.

SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.

- (a) The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.
- (b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5 Analyses.

SAP, SAP SE or SAP Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("**Analyses**"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials.

Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes:

- a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new SAP products and services,
- b) improving resource allocation and support,
- c) internal demand planning,
- d) training and developing machine learning algorithms,
- e) improving product performance,
- f) verification of security and data integrity
- g) identification of industry trends and developments, creation of indices and anonymous benchmarking

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.4 Access to Customer Data.

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may

be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

- (b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- (c) At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.

The Subscription Term is as stated in the Order Form.

6.2 Termination.

A party may terminate the Agreement:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.

SAP warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Cloud Service, and
- (b) if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4 System Availability.

- (a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").
- (b) Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- (c) In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SAP, or
- (c) the Cloud Service was provided for no fee.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

- (a) SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer

against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

- (b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.
- (c) In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b) The party that is obligated to defend a claim will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a) the parties' obligations under Section 8.1(a) and 8.2,
- (b) unauthorized use or disclosure of Confidential Information,
- (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
- (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (e) any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

(b) SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data. SAP may use Customer-provided trademarks solely to provide and support the Cloud Service.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) is generally available to the public without breach of the Agreement by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

12.4 Regulatory Matters.

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.

Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

12.7 Subcontracting.

SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Philadelphia, Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

- 1.1 "Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2 "Agreement"** means an Order Form and documents incorporated into an Order Form.
- 1.3 "Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of
- (a) Customer,
 - (b) Customer's Affiliates, and/or
 - (c) Customer's and Customer's Affiliates' Business Partners.
- 1.4 "Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.
- 1.5 "Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.
- 1.6 "Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.
- 1.7 "Confidential Information"** means
- (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
 - (b) with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
 - (c) Confidential Information of either SAP or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 1.8 "Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.
- 1.9 "Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.10 "Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
- 1.11 "Order Form"** means the ordering document for a Cloud Service that references the GTC.
- 1.12 "SAP SE"** means SAP SE, the parent company of SAP.
- 1.13 "SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.
- 1.14 "Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.
- 1.15 "Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.
- 1.16 "Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.



City of Santa Clara

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Agenda Report

20-966

Agenda Date: 10/13/2020

REPORT TO COUNCIL AND AUTHORITIES

SUBJECT

Request from the Stadium Manager for Authority to Execute Agreement with LCPtracker, Inc. for Compliance Software for Certified Payroll Reporting for Prevailing Wage [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

DISCUSSION

The Stadium Manager submitted the attached agenda report to request for authority to execute an agreement for a not-to-exceed amount of \$25,000 with LCPtracker, Inc. for compliance software for certified payroll reporting priced at \$13,180.

ATTACHMENTS

1. Stadium Manager Agenda Report and LCPtracker Agreement

REPORT TO COUNCIL

SUBJECT

Action on the Award of Agreement to LCPtracker, Inc. for Certified Payroll, Prevailing Wage and Workforce Compliance and Management Solution.

BACKGROUND

The Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for the Levi's Stadium on a continual, year around basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium Manager has engaged third party suppliers and contractors to assist with the operations and maintenance and is required to follow specific state and local procurement and state prevailing wage laws including reporting to the California Department of Industrial Relations. It is a requirement for agencies and prime contractors working on construction projects to generate certified payroll reports including detailed worker information for compliance and workforce reporting. The certified payroll data lists every employee, their wages, the benefits to which they are entitled, the type of work they performed, and the hours worked. It shows withholdings and gross wages and includes a statement of compliance.

For Fiscal Year 2020-2021, Stadium Manager anticipates projects with an approximate total value of \$8 million dollars that fall under the category of generating certified payroll reports and reporting to the California Department of Industrial Relations.

DISCUSSION

The Stadium Manager has determined that a cloud based software management system (SaaS) is an efficient and effective solution to provide oversight for various projects that require insight to multiple levels of contractors and subcontractors. The solution must include certified payroll and workforce reporting systems which reduce the risk of audit failure and fines. This is accomplished by creating credibility and requisite tracking with a validation engine for instant compliance verification, which should result in time and cost savings.

The Stadium Manager conducted market research to identify software solutions and contacted the following providers to learn about their core functionality and pricing:

1. LCPtracker Inc.
2. Construction Partner, Inc.
3. e-Mars, Inc.

Each firm provided information on the software solutions they offer.

Construction Partner, Inc. offers a turnkey solution from accounting and payroll to job costing and estimating, accounts payable, accounts receivable, equipment management, inventory and labor compliance. Their solution covers industrial,

commercial, public or residential work. While their product pricing was determined to be cost effective, they only provide online training and support.

e-Mars' pricing option was on a project by project basis with a charge per month per contractor and a tiered cost for the contract value of the project. They would only negotiate an acceptable fee for projects within the \$200-\$300 million range. This cost model did not meet our requirements given our anticipated volume of \$8 million a year.

During our research we learned that LCPtracker Inc. has a large footprint in the Bay Area including a number of public agencies. City of Santa Clara, City of Sunnyvale, City of Richmond, Santa Clara Valley Transportation Authority, City and County of San Francisco were few of the agencies who have contracted with LCPtracker Inc. In addition, LCPtracker Inc. has a 10 year Federal GSA Agreement Contract Number GS-35F-364BA through May 2024. They also offer onsite training and support.

Stadium Manager requested a demonstration of the software and discussed the volume and pricing options with LCPtracker Inc. while simultaneously requesting copies of agreements from public organizations with a plan to piggyback off one of the agreements. In a memo dated September 23, 2019, the Executive Director of the Santa Clara Stadium Authority (SCSA) asked the Stadium Manager to consider using the "piggybacking" provision to expedite the purchase of goods and services that require competitive bidding. There are no competitive bidding requirements for SaaS agreements under \$250,000.00 under the SCSA Procurement Code 17.30. Nonetheless, the Stadium Manager reached out to the Executive Director of SCSA to piggyback off the City of Santa Clara's agreement with LCPtracker Inc. The Stadium Manager was advised to initiate their own agreement.

Stadium Manager requested a software license and cost proposal from LCPtracker Inc. LCPtracker Inc. requires all public entities to utilize their standard agreement while allowing the inclusion of specific local mandatory provisions as negotiated. LCPtracker Inc. also updates their pricing annually for a multi-year agreement. Stadium Manager was able to negotiate a 10% discount off the 2020 calendar year pricing for the annual bulk project pricing and 10% off the future published pricing document during the anniversary renewal period.

The cost structure includes the following:

1. One-time start-up fee for LCPtracker Professional - \$5,950
2. One-time flat rate travel fee (including flight, car, hotel for one night) - \$1,200
3. Plan A: Bulk Project Pricing for up to \$10 million per year - \$6,030 (10% off of list price of \$6,700)
- 4. Total cost for Year 1 - \$13,180**

Since the bulk project pricing is tiered, Stadium Manager will evaluate the total volume and select the appropriate cost structure in subsequent years.

Stadium Manager recommends award of an agreement to LCPtracker Inc. as the vendor who provides the best solution with their extensive footprint in the public sector.

The initial term of the agreement is one year, with the ability to extend. Costs shall not exceed \$25,000 in any contract year under the agreement.

ENVIRONMENTAL REVIEW

FISCAL IMPACT

COORDINATION

PUBLIC CONTACT

RECOMMENDATION

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this June 1, 2020 between LCPtracker, Inc. ("LCPtracker" herein) and Forty Niners Stadium Management Company LLC ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein. LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in Section 6.1, as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Section 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

Date of, or condition upon which license begins

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are Schedules One and Two. Schedule One contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule One. Below is a list, by Schedule One letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at Section 5.4. LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the Schedule One letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of Schedule Two.

Client will receive a 10% discount from Letters: H, J, L in Schedule One for year one and subsequent years.

C – Standard Start-Up Fees; H-2 – Bulk Project License Fee; and W – Flat Rate Travel Fee shall be the initial services licensed at the commencement of this Agreement; LCPtracker's Client shall have the right to modify its list of services licensed from Schedule One at any time during the term of this Agreement or any renewal thereof, and payment shall be made pursuant to the terms of Schedule Two.

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. LCPtracker's Client promises that it will never disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner of communicate Confidential Information to anyone other

than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information. LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's action were in compliance with federal or state laws or court order.

Section 10.1. Proprietary Information. Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software will perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Limitation on Remedies. In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred. LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not be construed as a waiver of any right(s).

Section 15.1. Intentionally left blank.

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

Dated: _____

Client (Printed Name of Entity)

Individual Signing for Client (Printed)

Job Title of Individual Signing for Client

Individual Signing for Client (Signature)

Dated: _____

Individual Signing for LCPtracker (Printed)

Job Title of Individual Signing for LCPtracker

Individual Signing for LCPtracker (Signature)

EXHIBIT A
SCHEDULE ONE & SCHEDULE TWO

Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at Section 6.1 is a list of the “Schedule One Letter (and if applicable, subcategory number) Designation(s)” for each service that LCPtracker is hereby licensing to LCPtracker’s Client, designated in the main body of this Agreement. The terms of payment are on Schedule Two.

Letter Designation for Service	Service	Price
A.	<p>Basic Start-up fee for CA Contractor or Federal-only.</p> <p>The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker’s Client’s electronic administrative account; (2) Configuration of LCPtracker software per Client’s needs; (3) 2-3 Web-based Implementation sessions: Admin #1, contractor training, Go Live (these may be combined); (4) Unlimited Contractor web training sessions that can be accessed on-demand; (5) One prevailing wage data load (up to four hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker’s Client’s contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.</p>	\$3,950
B.	<p>Standard Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker’s Client’s electronic administrative account; (2) Configuration of LCPtracker software per Client’s needs; (3) 3-4 Implementation sessions (web-based or in-person, depending on selection); Admin #1, Admin #2, contractor training, Go Live (these may be combined); (4) Unlimited Contractor web training sessions that can be accessed on-demand; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker’s Client’s contract, after which all data will be archived for 3 years; (8) Travel billed at cost, unless a flat fee (see “W” below) has been elected (for selection of in-person training only); and (9) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human</p>	\$5,950

	resources groundwork for usage by way of the one of the below designations.	
C.	Select Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Two additional Administrative web-based training sessions for staff; (4) One day of in person training at LCPtracker's Client's location ; (5) 3 additional, client-specific, web-based contractor training sessions; (6) Unlimited Contractor web training sessions that can be accessed on-demand; (7) One prevailing wage data load (up to sixteen hours of load time); (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "W" below) and will be specified by client at time of contract signing. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$7,950
D.	Expedited Implementation Fee. Guarantees implementation within one week. Only available with Basic or Standard options. * Client must provide prevailing wages expeditiously. Not applicable to projects with NY and NJ state prevailing wages.	\$1,000
E.	Start-up fee, OnSite module. The start-up fee pays for the following LCPtracker service: (1) Configuration and setup of OnSite module, including mapping of one form.	\$500
F.	National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$2,500

G.	National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPtracker's Client's location ; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "W" below) and will be specified by client at time of contract signing. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations	\$4,000		
H.	Bulk project license fee, for LCPtracker. The bulk project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	\$5 million	\$3,450
		2	\$10 million	\$6,700
		3	\$25 million	\$10,000
		4	\$50 million	\$17,500
		5	\$100 million	\$23,000
		6	\$200 million	\$29,500
		7	\$300 million	\$37,500
		8	\$400 million	\$44,500
		9	\$500 million	\$52,000
		10	\$750 million	\$58,500
		11	\$1 billion	\$65,000
		12	\$2 billion	\$75,000
		13	\$4 billion	\$107,000
		14	\$6 billion	\$138,000
		15	\$8 billion	\$167,500
		16	\$10 billion	\$196,000
		17	Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$83.3k/\$115.3k/\$146.3k/ \$175.8k/\$204.3k) + \$8,300 per each additional \$500 million.
I.	Single project license fee, for LCPtracker. The single project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	\$5 million	\$1,100
		2	\$10 million	\$2,400
		3	\$25 million	\$3,500
		4	\$50 million	\$4,600
		5	\$100 million	\$6,700
		6	\$250 million	\$9,800
		7	\$500 million	\$12,000
		8	\$ 1 billion	\$14,400
		9	\$ 2 billion	\$17,500
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million	\$17,500 + \$3,200/each additional \$500 million over \$2 billion.

			over the \$2 Billion base price level.	
J.	Bulk project license fee , for Daily Reporter. The bulk project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$1,800
		2	\$10 million	\$3,300
		3	\$25 million	\$5,000
		4	\$50 million	\$8,800
		5	\$100 million	\$11,600
		6	\$200 million	\$15,000
		7	\$300 million	\$18,800
		8	\$400 million	\$22,000
		9	\$500 million	\$26,000
		10	\$750 million	\$29,000
		11	\$1 billion	\$32,400
		11	\$2 billion	\$37,600
		12	\$4 billion	\$53,600
		13	\$6 billion	\$69,000
		14	\$8 billion	\$83,700
		15	\$10 billion	\$98,000
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$41.8k/\$57.8k/\$73.2k/\$87.9k/\$102.2k) + \$4,200 per each additional \$500 million.
K.	Single project license fee , for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.		# of Subcontractors	Annual Amount
		1	Project with < 20 subcontractors	\$2,500
		2	Project with > 20 subcontractors	\$5,000
L.	Bulk project license fee , for OnSite module. The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$1,500
		2	\$10 million	\$1,500
		3	\$25 million	\$2,000
		4	\$50 million	\$2,600
		5	\$100 million	\$3,000
		6	\$200 million	\$3,000
		7	\$300 million	\$4,000
		8	\$400 million	\$4,000
		9	\$500 million	\$5,200
		10	\$750 million	\$5,200
		11	\$1 billion	\$6,200
		11	\$2 billion	\$7,200
		12	\$4 billion	\$10,300
		13	\$6 billion	\$13,400
		14	\$8 billion	\$15,500
		15	\$10 billion	\$18,500
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	\$18,500 + \$800 per each additional \$500 million over \$2 billion.
M.	Single project license fee , for OnSite module. The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$500
		2	\$10 million	\$800
		3	\$25 million	\$1,000
		4	\$50 million	\$1,300
		5	\$100 million	\$1,500

		6	\$250 million	\$2,000
		7	\$500 million	\$3,000
		8	\$1 billion	\$4,000
		9	\$2billion	\$5,200
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level..	\$5,200 + \$900/each additional \$500 million over \$2 billion.
N.	<p>Interfaces to external client systems. This license to interface to an external client system allows data from client's financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate.</p> <ul style="list-style-type: none"> a. Creation of external interface (per data group, i.e., project, contractor or payroll data) b. Maintenance of external interfaces 	<p style="text-align: right;">\$5,950/interface</p> <p style="text-align: right;">\$1,950/year/interface</p>		
O.	<p>Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas.</p> <ul style="list-style-type: none"> a. Set up fee (one-time) b. Annual license fee (includes one (1) update to map per year) c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas) 	<p style="text-align: right;">\$2,500/geographic area</p> <p style="text-align: right;">\$2,500/geographic area</p> <p style="text-align: right;">\$2,500/geographic area</p>		
P.	<p>Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker's client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) "craft match" for California vs. Davis-Bacon wage comparison s; and, (e) notify LCPtracker, of terminations of applicable wage decisions.</p>	<p style="text-align: right;">\$125/hour</p>		
Q.	<p>Training of additional administrators for existing LCPtracker's Clients, via the internet. Under this service, LCPtracker, will train, via the internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings.</p> <ul style="list-style-type: none"> a. 2 Sessions b. 1 Session 	<p style="text-align: right;">\$1,250/2 sessions</p> <p style="text-align: right;">\$625/session</p>		

R.	Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at LCPtracker's Client's location , additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "X" below) and will be specified by client at time of contract signing.	\$1,500/session
S.	Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The data to be included is within the sole discretion of LCPtracker.	\$525/DVD (excluding tax)
T.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects. a. Monthly fee b. Annual fee	\$100/month \$1,200/year
U.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.	\$250/web session
V.	Development , customization, and other similar software related services	\$275/hour
W.	Flat Rate Travel Fee , for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.	\$1,200
X.	Custom Documentation	\$125/hour
Y.	Project Management Services (beyond standard implementation.)	\$150/hour
Z.	Mapping Additional OnSite Forms	\$500.00/form
AA.	Re-activation of an Inactive Database	\$825.00/Database Reactivation

Schedule Two

This attachment contains the pricing terms.

- a) Unless otherwise stated, the prices stated in Schedule One cover one year of service.
- b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives timely written notice that it does not want such renewal.
- c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:

- 1.) *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);
- 2.) The Construction Cost increases beyond the previously purchased level at the time of renewal;
- 3.) Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)
- 4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of Schedule One applies.)
- 5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, LCPtracker's Client may request to reduce the LCPtracker level which was purchased for the preceding year. The lower construction level will be invoiced."

d) Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:

- 1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
- 2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.

e) Fees for those services stated in "A", "B", "C", "D", "E", "F", "G", "N-a", and "O-a" are one-time fees that are due on the date of this contract.

f) Fees for those services stated in "H", "I", "J", "K", "L", "M", "N-b", and "O-b" on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.

g) Fees for those services stated in "O-c", "P", "Q-a", "Q-b", "R", "S", "T-a", "T-b", "U", "V", "W", "X", "Y", "Z", and "AA" on Schedule One are due at the time the service is delivered.

h) LCPtracker's Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.

i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker's Clients of such changes.

k) LCPtracker's Client may request an audit of the accuracy of the Licensed Software's performance as to LCPtracker's Client. If such an audit is requested a charge of \$200/hour will be charged to LCPtracker's Client for staff and resources used by LCPtracker to honor such a request.

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Agenda Report

20-1001

Agenda Date: 10/13/2020

REPORT TO COUNCIL AND AUTHORITIES

SUBJECT

Report from the Stadium Authority on Its Concerns Regarding the Stadium Manager's Request to Execute an Agreement with LCPtracker, Inc. [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

BACKGROUND

On September 17, 2019, the Stadium Authority Board (Board) approved the introduction of Ordinance No. 2005, which rescinded the Executive Director's delegated purchasing authority and requires all contracts or agreements to acquire supplies, materials, equipment and services to require Board approval by amending Chapter 17.30 of the Santa Clara City Code. On October 8, 2019, the Board adopted Ordinance No. 2005, which became effective on November 8, 2019. As a result of the Board's revocation of the Executive Director's authority to procure good and services on behalf of the Stadium Authority as of November 8, 2019, the Stadium Manager must now seek approval from the Board and demonstrate that the Stadium Manager has properly and legally procured goods and services before contracts may be executed.

LCPtracker, Inc. (LCPtracker) is software for certified payroll reporting, construction site compliance management, and workforce reporting: these are key elements of reporting to the Department of Industrial Relations for compliance with state worker wage laws (e.g., prevailing wage). The City has a current agreement with LCPtracker and these services have helped with management of prevailing wage agreements and tracking of contractors' certified payroll. Due to the significant number of projects and services that require prevailing wage at Levi's Stadium, Stadium Authority understands the need for the Stadium Manager entering into an agreement with LCPtracker for similar services. It is unknown which system(s) (if any) was/were used prior, since Stadium Manager has always been required to demonstrate compliance with State and local contract laws.

DISCUSSION

The Stadium Manager requests the Stadium Authority Board's approval of an agreement pursuant to the Board's action on November 8, 2019. In the Management Agreement's Recitals, it states: *E. The Stadium Manager is an organization whose principals have substantial experience and expertise in the management and operation of public assembly facilities.* This single Stadium Manager request serves as a good case study exemplifying the Stadium Manager's:

- Mismanagement of public contracts;
- Unexplained uses of public funds;
- Demonstrated strong evidence of non-compliance with prevailing wage law;
- Unwillingness to uphold transparency laws, e.g., Brown Act or Public Records Act;
- Unwillingness to disclose actions to the Board;

- Inadequate budget planning and lack of fiscal transparency; and,
- Overall lack of knowledge with managing a public facility.

Stadium Manager is requesting approval to execute an agreement with LCPtracker for certified payroll tracking software services and has submitted an agenda report outlining their request for the Board's approval. The initial term of the agreement is for one year and the agreement is renewed annually on an automatic basis unless either party provides notice. The cost of services for the first year is \$13,180, as represented in the report, and the Stadium Manager is requesting authority for a total not-to-exceed amount of \$25,000 for the agreement.

Below is a timeline of the various correspondence and discussions that occurred between the Stadium Authority and Stadium Manager regarding the LCPtracker agreement. Copies of the referenced written correspondence and meeting agendas are attached to this report:

May 5, 2020: Stadium Manager notified the Stadium Authority that it was prepared to enter into an agreement with LCPtracker to provide certified payroll tracking and related services (Attachment 1). The Stadium Manager also provided an agenda report and a copy of the agreement for the Board's review and consideration.

May 12, 2020: Executive Director Santana responded to the Stadium Manager's letter restating support for "piggybacking" from City agreements and asked that the Stadium Manager submit a revised LCPtracker agenda report (Attachment 2).

May 21, 2020 Monthly Meeting: Stadium Manager added the LCPtracker agreement to the May 21, 2020 meeting agenda (Attachment 3). During the meeting, Executive Director explained concerns with the quality of information in the agreement and provided clarification that the Stadium Manager could "piggyback" on the City's existing LCPtracker agreement as it is a common practice in the public sector, which is to apply another public agency's negotiated terms and pricing with the approval of the vendor and enter into a separate agreement. Stadium Manager thanked staff for providing more clarification and said that their team would review piggybacking the agreement and provide more information to the Stadium Authority. There was confusion that "piggybacking" meant that the Stadium Manager could use the City's open agreement, which is not allowed. A separate agreement is always required.

Stadium Authority did not receive any follow up information from the Stadium Manager regarding the status of the agreement or agenda report for four months, until September 2020.

September 17, 2020 Quarterly Meeting: Stadium Manager accused Stadium Authority staff of failing to process their request for the LCPtracker agreement (Attachment 4). Stadium Authority clarified that since May 2020, based on our meeting notes, the Stadium Manager was to follow up with the Stadium Authority with how it would like to proceed and that they were to provide additional information. This was the reason for inaction on the part of the Stadium Authority during the time. Stadium Authority also mentioned that Stadium Manager had been silent on the matter for four months, despite noted that there had been several monthly meetings since May without any mention of the LCPtracker agreement. Stadium Authority also asked the Stadium Manager to provide an explanation about the request to issue a \$25,000 agreement when the contract value was \$13,180 and that should have been clarified in the report. Stadium Manager had a different understanding

about the May 2020 discussion and Stadium Authority replied that Stadium Manager did not need to let four months pass without mentioning their concerns, if this was important to the Stadium Manager it could have been placed on agendas and/or addressed within the four months. Stadium Authority stated that it would take the item to a next meeting as submitted in May 2020. In accordance with the Board's direction on August 25, 2020 to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings, the minutes for this meeting are included in Attachment 4.

September 18 - October 7, 2020 Emails: Stadium Authority staff and the Stadium Manager exchanged four emails regarding the Stadium Authority's request for more information pertaining to the agreement and agenda report (Attachment 5). Compliance Manager Larry MacNeill makes several statements about Stadium Authority "failing" to implement the accounting system for a stand-alone accounting system (Financial Management System). *(Note: As a separate matter on the Stadium Authority Board Agenda, the Stadium Authority is requesting approval for the procurement of the stand-alone accounting system.)*

Further, an accounting system and certified payroll reporting system to comply with prevailing wage laws are systems that the Stadium Manager should have had in place six years ago as part of its compliance with provisions in the Management Agreement. Section 2.4 "Pre-Opening Obligations" which requires several advanced efforts that the Stadium Manager shall take, including: *requiring procedures and systems for accounts payable, receivable, etc.; computer hardware and software needs and requirements; and, perform obligations in conformity with the standard to which an operator of a comparable multi-purpose public sports, public assembly, exhibit and entertainment facility would operate.*

Stadium Authority concerns with the Stadium Manager's request are as follow:

1. Stadium Manager's request for a \$25,000 contract for services priced at \$13,180 (authorization for expenditure of 90% above contract value).

Stadium Manager's report requests \$25,000 expenditure of public funds, but the agreement cost is \$13,180, as reflected in their report. Stadium Manager's request is 90% higher than the actual contract cost, and without any documented explanation in the agreement for how the additional public funds will be expended.

As a common practice, a contract contingency is generally established in the range of 5-10% of the contract value for unanticipated expenditures to implement the contracted project or services. For this contract, it would be common to set aside a contract contingency in the amount of \$659 to \$1,318. A request for 90% above contract value, without any support for the use of public funds, is not permitted and unusual.

2. Mathematical/Typographical Errors in the Agenda Report or Agreement

There are uncorrected mathematical/typographical errors between:

- a) Cost of services outlined under Section 6.1 Services Licensed & Price of the LCPTracker Agreement (C, H-2, and W) and Exhibit A: Schedule One
- b) Stadium Manager's agenda report

Stadium Manager states in the report that the start-up fee is priced at \$5,950 and that services for year one total \$13,180. However, Exhibit A: Schedule One prices the start-up fee at \$7,950 and the total cost of services at \$15,180. Stadium Manager has not provided the correct value of the contract, nor corrected its documentation. The breakdown of the services and costs are outlined below:

Table 1: Break down of LCPtracker Costs from Agreement

Services Under Exhibit A: Schedule One	Costs
C: Start Up Fee	\$7,950
H-2: Bulk Project License Fee for Construction Cost Up to \$10M	\$6,700 w/ 10% discount = \$6,030
W: Flat Rate Travel Fee	\$1,200
Total Cost of Services	\$15,180

3. Undocumented Scope of Work

When asked to provide more information about the \$25,000 public fund expenditure request, the Stadium Manager explained in a September 24 email,

While the contingency amount would allow for the costs associated with the potential integration of the software with the accounting system eventually selected by the SCSA, we have no interest in wasting our time jumping through your bureaucratic hoops. -- Compliance Manager Larry MacNeil

The agreement for the accounting system does not include pricing or a scope of work for LCPtracker integration. When conferring with the Stadium Authority procurement review team for the Financial Management System (aka accounting system) RFP process, the integration of both systems was not part of prior conversations. Compliance Manager MacNeil was an evaluator for the Financial Management System RFP process and should be aware that it was not included as part of the procurement scope of work.

The LCPtracker agreement also does not contain any language and pricing for the integration services with the accounting system. Compliance Manager only recently stated that the request is for software integration with the accounting system and included as part of Exhibit A: Schedule One, Item V: Development and customization of services. There is no mention of this scope of work in Section 6.1 of the agreement, which outlines the actual services for the agreement. The section referred to is for customization which is configuration, tailoring, and adjustments for an agency's software preferences. Integration scope of work, in this case, is to make sure that two systems work together and successfully interface with one another. The integration scope of work should be very clearly outlined as part of this public contract.

Mr. MacNeil's response reflects a consummate lack of understanding of proper purchasing documentation. Even if the reason for the extremely unusual 90% is to provide for a possible integration, a brief description in both the contract and the draft report would not be considered a "bureaucratic hoop"; rather, such transparency in documentation is required to prevent waste of public funds and possibilities for kick-backs.

4. Undefined Extension of Agreement

Under Provision B in Exhibit A: Schedule Two of the LCPtracker agreement, the agreement renews annually, on an automatic basis each year on the anniversary date of this contract, unless either party gives timely written notice that it does not want such renewal.

While authority for extension options are a common feature in public contracts, under the current Stadium Authority Board direction and City Code, the agreement should reflect options with the appropriate funding for Board approval. Specifically, Chapter 17.30 in the Santa Clara City Code states the following:

Any of the Executive Director's authority may be delegated to contractors with the Stadium Authority; provided, that the contract delegating such authority is approved by the Stadium Authority Board and the procurement performed by the **contractor is within the limits of a budget approved by the Stadium Authority Board for the year in which the contract is awarded.** [Section 17.30.010]

(a) **"Contract amount" means the value of the entire contract, including any option...**and
(2) in the case of multi-year contracts covering years for which a budget has not yet been adopted **shall not include amounts due in subsequent years that are conditioned on approval of the appropriate year's budget.** [Section 17.30.020]

5. Inappropriate Removal of Provisions Requiring Compliance with Brown Act, Public Records Act, and Other Applicable Federal or State Laws

City/Stadium Authority staff provided a copy of its agreement with LCPtracker to facilitate the Stadium Manager's "piggybacking" of the agreement. In review of the Stadium Manager's proposed agreement, references of the requirement to comply with California's Ralph M. Brown Act, Public Records, and other applicable federal and state laws that were present in the City's agreement with LCPtracker have been removed from Sections 7.2 and 10.2. Specifically, the language in the City's agreement reads:

Section 7.2 - Subject to the provisions of the California Ralph M. Brown Act and the Public Records Act, and any other federal or state laws that may apply, LCPtracker's Client promises that it will not disseminate, distribute, share, copy send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner of communicate, Confidential Information to anyone other than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 10.2 - Subject to the provisions of the California Ralph M. Brown Act and the Public Records Act, and any other federal or state laws that may apply, LCPtracker's client agrees not to publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

As LCPtracker's agreement with the City contains these provisions, it is reasonable to conclude that the vendor agrees with these requirements for public contracts. It appears that the Stadium Manager has either initiated or allowed for the removal of these important provisions without disclosure to the Stadium Authority, which is entirely inappropriate given that this is a public contract.

Moreover, the lack of disclosure and inappropriate removal of these important provisions, constitute a violation of Section 2.2 of the First Amendment to the Management Agreement, which reads:

If the Stadium Manager desires at any time, in furtherance of the purchasing guidelines described in Paragraph 2.1 above or otherwise, **to enter into any contract on behalf of the Stadium Authority with terms or conditions that materially differ from the then approved Standard Procurement Agreements, the Stadium Manager shall obtain the Executive Director's prior approval of such terms or conditions**, which approval shall not be unreasonably withheld, conditioned, or delayed.

Stadium Authority Board should be extremely concerned that the Stadium Manager did not disclose the removal of these important provisions that require compliance with State and local laws that are common for public contracts. Had Stadium Authority staff not reviewed closely the Stadium Manager's proposed LCPtracker agreement, this would not have been discovered. Failure to request approval of these changes further indicates a failure to comply with standard public purchasing requirements, willingness to mislead the Stadium Authority with these very important provisions, and a lack of good faith. This action alone provides good cause to reject the approval of the agreement and reflects ongoing problems with the Stadium Manager to be transparent with taxpayers and Stadium Authority with how it has managed the public's business. In this case, prevailing wage compliance and reporting has been a subject matter that the Stadium Manager has produced strong evidence that it has failed to comply with the law since the opening of the Stadium.

6. Undocumented Source of Funding/Failure to Request Budget from Board

In addition to the comments in section 4 of this report, Stadium Manager did not identify a source of funding in the approved budget for the LCPtracker agreement. The FY 2020/2021 Stadium Authority Operating and Capital budget included an extensive inventory of expenditures, including the accounting system. Stadium Manager did not seek a request of public funds for LCPtracker as part of the annual budget process. When the Stadium Authority inquired about correcting and completing the report specifically for Fiscal Impact information, Stadium Manager declined to revise the agenda report (September 24 email in Attachment 5), stating that, ***"As I have previously indicated, the preparation of Board Reports is not within the scope of Stadium Manager's contract. That is the responsibility of City Staff."***

Stadium Authority disagrees fully with Stadium Manager's response. Stadium Manager is responsible for working with the Stadium Authority for developing an accurate budget for presenting to the Board for approval and its documentation should be complete: its omission of either requesting funds or disclosing its need for such system further demonstrates fiscal mismanagement. Stadium Manager is obligated to communicate with the Board accurate, complete, and legally compliant information. Stadium Manager's refusal to do so is negligent and

not reflective of the expertise that it represented it had.

7. Misunderstanding of Public Sector “Piggybacking” Procurement Practice

Stadium Manager’s agenda report includes the following misleading statement, “***Nonetheless, the Stadium Manager reached out to the Executive Director of SCSA to piggyback off the City of Santa Clara’s agreement with LCPtracker Inc. The Stadium Manager was advised to initiate their own agreement.***”

At the time that the report was submitted, it was evident to the Stadium Authority that the Stadium Manager believed that “piggybacking” meant to use the City’s contract to obtain use of LCPtracker services. Concern is that the Stadium Manager is reflecting that development of a separate agreement for the Stadium Authority as burdensome or bureaucratic, but it is simply a basic requirement as part of public contracting. Stadium Manager represented that past Administrations would allow for some work to be completed under City agreements and, at the May 21 meeting, it was explained that was an improper act and would not be continued.

Appropriately, Stadium Authority advised Stadium Manager to enter into a separate agreement in May 2020 and that the Stadium Manager could piggyback the City’s LCPtracker agreement. It does not appear that the Stadium Manager understands the use of this common public contracting process.

Separately, and at the Stadium Manager’s request, Stadium Authority staff has met with the Stadium Manager’s procurement staff twice (since May 2020) to advise them of public procurement practices, provide soft copies of procurement templates and materials for the Stadium Manager to use to facilitate their procurements, and respond to procurement questions. The Stadium Authority has gone over and beyond providing resources and materials for the Stadium Manager to perform.

Stadium Authority’s concerns are completely valid and highlight how the Stadium Manager is not capable or experienced in properly procuring services on behalf of the Stadium Authority. This particular contract is also glaring evidence that the Stadium Manager has not been properly complying with State Prevailing Wage Law for the first six years of its duties as Stadium Manager. This also further confirms the Stadium Authority’s valid concerns with how the Stadium Manager has managed the public’s funds over the past years, as the Stadium Authority found these significant errors and omissions in even this low dollar-value agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

See Section titled “Undocumented Source of Funding/Failure to Request Budget from Board.”

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Office. The City's Procurement Manager has also reviewed the Stadium Manager's documentation and confirmed agreement with the Stadium Authority's findings.

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.

ALTERNATIVES

1. Accept the Stadium Authority's report on its concerns regarding the Stadium Manager's request to execute an agreement with LCPtracker;
2. Reject the Stadium Authority's report on its concerns regarding the Stadium Manager's request to execute an agreement with LCPtracker and approve Stadium Manager's report as submitted;
3. Deny Stadium Manager's request to execute the LCPtracker agreement because of its failure to correct the following errors:
 - (a) Request for \$25,000 contract for services priced at \$13,180 (authorization for expenditure of 90% above contract value);
 - (b) Mathematical/typographical errors in the agenda report or agreement;
 - (c) Undocumented scope of work;
 - (d) Undefined extension of agreement;
 - (e) Inappropriate removal of provisions requiring compliance with Brown Act, Public Records Act, and other applicable federal or state laws;
 - (f) Undocumented source of funding/failure to request budget from Board; and
 - (g) Misunderstanding of public sector "piggybacking" procurement practice; or
4. Any other action taken by the Stadium Authority Board.

RECOMMENDATION

1. Accept the Stadium Authority's report on its concerns regarding the Stadium Manager's request to execute an Agreement with LCPtracker; and
3. Deny Stadium Manager's request to execute the LCPtracker agreement because of its failure to correct the following errors:
 - (a) Request for \$25,000 contract for services priced at \$13,180 (authorization for expenditure of 90% above contract value);
 - (b) Mathematical/typographical errors in the agenda report or agreement;
 - (c) Undocumented scope of work;
 - (d) Undefined extension of agreement;
 - (e) Inappropriate removal of provisions requiring compliance with Brown Act, Public Records Act,

and other applicable federal or state laws;

(f) Undocumented source of funding/failure to request budget from Board; and

(g) Misunderstanding of public sector “piggybacking” procurement practice.

Prepared by: Christine Jung, Assistant to the City Manager (Executive Director)

Reviewed by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. May 5, 2020 Letter
2. May 12, 2020 Letter
3. May 21, 2020 Monthly Meeting Agenda
4. September 17, 2020 Quarterly Meeting Minutes
5. September 18 - October 7, 2020 Emails



FORTY NINERS STADIUM MANAGEMENT COMPANY

May 5, 2020

VIA EMAIL - DSantana@SantaClaraCA.gov

Deanna J. Santana
Executive Director
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050

RE: LCP Tracker

Hello Deanna,

Stadium Manager is prepared to enter into a contract with LCP Tracker to provide certified payroll tracking and related services for projects at Levi's Stadium. The terms of this contract will be similar to the terms of the contract between the vendor and the City of Santa Clara dated June 21, 2018.

Based on our discussions with you, we understand that you did not want us to piggy-back on that existing City contract, but preferred that we enter into a separate contract.

Attached is a brief write up on the terms of the contract, along with a copy of the contract itself. Please let us know when you have received approval from your Board for the Stadium Manager to execute this agreement.

On a related topic, as you know from your review of the 2020/21 budget, we have hired a Procurement Manager to facilitate compliance with your recent changes to the stadium procurement process. Before we begin soliciting proposals from vendors for a number of upcoming projects, it would be helpful for us to meet with Mr. Giovanetti to get clarity on a number of procedural matters. It is our understanding that you have approved this meeting with Mr. Giovanetti and have requested that we contact Ms. Jung to coordinate that meeting. Given the recent public health requirements, we will contact Ms. Jung to arrange an online meeting next week.

Sincerely,

V.L. on behalf of

Larry MacNeil
San Francisco 49ers

REPORT TO COUNCIL

SUBJECT

Action on the Award of Agreement to LCPtracker, Inc. for Certified Payroll, Prevailing Wage and Workforce Compliance and Management Solution.

BACKGROUND

The Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for the Levi's Stadium on a continual, year around basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium Manager has engaged third party suppliers and contractors to assist with the operations and maintenance and is required to follow specific state and local procurement and state prevailing wage laws including reporting to the California Department of Industrial Relations. It is a requirement for agencies and prime contractors working on construction projects to generate certified payroll reports including detailed worker information for compliance and workforce reporting. The certified payroll data lists every employee, their wages, the benefits to which they are entitled, the type of work they performed, and the hours worked. It shows withholdings and gross wages and includes a statement of compliance.

For Fiscal Year 2020-2021, Stadium Manager anticipates projects with an approximate total value of \$8 million dollars that fall under the category of generating certified payroll reports and reporting to the California Department of Industrial Relations.

DISCUSSION

The Stadium Manager has determined that a cloud based software management system (SaaS) is an efficient and effective solution to provide oversight for various projects that require insight to multiple levels of contractors and subcontractors. The solution must include certified payroll and workforce reporting systems which reduce the risk of audit failure and fines. This is accomplished by creating credibility and requisite tracking with a validation engine for instant compliance verification, which should result in time and cost savings.

The Stadium Manager conducted market research to identify software solutions and contacted the following providers to learn about their core functionality and pricing:

1. LCPtracker Inc.
2. Construction Partner, Inc.
3. e-Mars, Inc.

Each firm provided information on the software solutions they offer.

Construction Partner, Inc. offers a turnkey solution from accounting and payroll to job costing and estimating, accounts payable, accounts receivable, equipment management, inventory and labor compliance. Their solution covers industrial,

commercial, public or residential work. While their product pricing was determined to be cost effective, they only provide online training and support.

e-Mars' pricing option was on a project by project basis with a charge per month per contractor and a tiered cost for the contract value of the project. They would only negotiate an acceptable fee for projects within the \$200-\$300 million range. This cost model did not meet our requirements given our anticipated volume of \$8 million a year.

During our research we learned that LCPtracker Inc. has a large footprint in the Bay Area including a number of public agencies. City of Santa Clara, City of Sunnyvale, City of Richmond, Santa Clara Valley Transportation Authority, City and County of San Francisco were few of the agencies who have contracted with LCPtracker Inc. In addition, LCPtracker Inc. has a 10 year Federal GSA Agreement Contract Number GS-35F-364BA through May 2024. They also offer onsite training and support.

Stadium Manager requested a demonstration of the software and discussed the volume and pricing options with LCPtracker Inc. while simultaneously requesting copies of agreements from public organizations with a plan to piggyback off one of the agreements. In a memo dated September 23, 2019, the Executive Director of the Santa Clara Stadium Authority (SCSA) asked the Stadium Manager to consider using the "piggybacking" provision to expedite the purchase of goods and services that require competitive bidding. There are no competitive bidding requirements for SaaS agreements under \$250,000.00 under the SCSA Procurement Code 17.30. Nonetheless, the Stadium Manager reached out to the Executive Director of SCSA to piggyback off the City of Santa Clara's agreement with LCPtracker Inc. The Stadium Manager was advised to initiate their own agreement.

Stadium Manager requested a software license and cost proposal from LCPtracker Inc. LCPtracker Inc. requires all public entities to utilize their standard agreement while allowing the inclusion of specific local mandatory provisions as negotiated. LCPtracker Inc. also updates their pricing annually for a multi-year agreement. Stadium Manager was able to negotiate a 10% discount off the 2020 calendar year pricing for the annual bulk project pricing and 10% off the future published pricing document during the anniversary renewal period.

The cost structure includes the following:

1. One-time start-up fee for LCPtracker Professional - \$5,950
2. One-time flat rate travel fee (including flight, car, hotel for one night) - \$1,200
3. Plan A: Bulk Project Pricing for up to \$10 million per year - \$6,030 (10% off of list price of \$6,700)
- 4. Total cost for Year 1 - \$13,180**

Since the bulk project pricing is tiered, Stadium Manager will evaluate the total volume and select the appropriate cost structure in subsequent years.

Stadium Manager recommends award of an agreement to LCPtracker Inc. as the vendor who provides the best solution with their extensive footprint in the public sector.

The initial term of the agreement is one year, with the ability to extend. Costs shall not exceed \$25,000 in any contract year under the agreement.

ENVIRONMENTAL REVIEW

FISCAL IMPACT

COORDINATION

PUBLIC CONTACT

RECOMMENDATION

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this June 1, 2020 between LCPtracker, Inc. ("LCPtracker" herein) and Forty Niners Stadium Management Company LLC ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein. LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in Section 6.1, as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Section 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

Date of, or condition upon which license begins

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are Schedules One and Two. Schedule One contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule One. Below is a list, by Schedule One letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at Section 5.4. LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the Schedule One letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of Schedule Two.

Client will receive a 10% discount from Letters: H, J, L in Schedule One for year one and subsequent years.

C – Standard Start-Up Fees; H-2 – Bulk Project License Fee; and W – Flat Rate Travel Fee shall be the initial services licensed at the commencement of this Agreement; LCPtracker's Client shall have the right to modify its list of services licensed from Schedule One at any time during the term of this Agreement or any renewal thereof, and payment shall be made pursuant to the terms of Schedule Two.

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. LCPtracker's Client promises that it will never disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner of communicate Confidential Information to anyone other

than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information. LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's action were in compliance with federal or state laws or court order.

Section 10.1. Proprietary Information. Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software will perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Limitation on Remedies. In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred. LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not be construed as a waiver of any right(s).

Section 15.1. Intentionally left blank.

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

Dated: _____

Client (Printed Name of Entity)

Individual Signing for Client (Printed)

Job Title of Individual Signing for Client

Individual Signing for Client (Signature)

Dated: _____

Individual Signing for LCPtracker (Printed)

Job Title of Individual Signing for LCPtracker

Individual Signing for LCPtracker (Signature)

EXHIBIT A
SCHEDULE ONE & SCHEDULE TWO

Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at Section 6.1 is a list of the “Schedule One Letter (and if applicable, subcategory number) Designation(s)” for each service that LCPtracker is hereby licensing to LCPtracker’s Client, designated in the main body of this Agreement. The terms of payment are on Schedule Two.

Letter Designation for Service	Service	Price
A.	<p>Basic Start-up fee for CA Contractor or Federal-only.</p> <p>The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker’s Client’s electronic administrative account; (2) Configuration of LCPtracker software per Client’s needs; (3) 2-3 Web-based Implementation sessions: Admin #1, contractor training, Go Live (these may be combined); (4) Unlimited Contractor web training sessions that can be accessed on-demand; (5) One prevailing wage data load (up to four hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker’s Client’s contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.</p>	\$3,950
B.	<p>Standard Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker’s Client’s electronic administrative account; (2) Configuration of LCPtracker software per Client’s needs; (3) 3-4 Implementation sessions (web-based or in-person, depending on selection); Admin #1, Admin #2, contractor training, Go Live (these may be combined); (4) Unlimited Contractor web training sessions that can be accessed on-demand; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker’s Client’s contract, after which all data will be archived for 3 years; (8) Travel billed at cost, unless a flat fee (see “W” below) has been elected (for selection of in-person training only); and (9) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human</p>	\$5,950

	resources groundwork for usage by way of the one of the below designations.	
C.	Select Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Two additional Administrative web-based training sessions for staff; (4) One day of in person training at LCPtracker's Client's location ; (5) 3 additional, client-specific, web-based contractor training sessions; (6) Unlimited Contractor web training sessions that can be accessed on-demand; (7) One prevailing wage data load (up to sixteen hours of load time); (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "W" below) and will be specified by client at time of contract signing. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$7,950
D.	Expedited Implementation Fee. Guarantees implementation within one week. Only available with Basic or Standard options. * Client must provide prevailing wages expeditiously. Not applicable to projects with NY and NJ state prevailing wages.	\$1,000
E.	Start-up fee, OnSite module. The start-up fee pays for the following LCPtracker service: (1) Configuration and setup of OnSite module, including mapping of one form.	\$500
F.	National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$2,500

G.	National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPtracker's Client's location ; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "W" below) and will be specified by client at time of contract signing. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations	\$4,000		
H.	Bulk project license fee, for LCPtracker. The bulk project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	\$5 million	\$3,450
		2	\$10 million	\$6,700
		3	\$25 million	\$10,000
		4	\$50 million	\$17,500
		5	\$100 million	\$23,000
		6	\$200 million	\$29,500
		7	\$300 million	\$37,500
		8	\$400 million	\$44,500
		9	\$500 million	\$52,000
		10	\$750 million	\$58,500
		11	\$1 billion	\$65,000
		12	\$2 billion	\$75,000
		13	\$4 billion	\$107,000
		14	\$6 billion	\$138,000
		15	\$8 billion	\$167,500
		16	\$10 billion	\$196,000
		17	Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$83.3k/\$115.3k/\$146.3k/ \$175.8k/\$204.3k) + \$8,300 per each additional \$500 million.
I.	Single project license fee, for LCPtracker. The single project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
		1	\$5 million	\$1,100
		2	\$10 million	\$2,400
		3	\$25 million	\$3,500
		4	\$50 million	\$4,600
		5	\$100 million	\$6,700
		6	\$250 million	\$9,800
		7	\$500 million	\$12,000
		8	\$ 1 billion	\$14,400
		9	\$ 2 billion	\$17,500
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million	\$17,500 + \$3,200/each additional \$500 million over \$2 billion.

			over the \$2 Billion base price level.	
J.	Bulk project license fee , for Daily Reporter. The bulk project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$1,800
		2	\$10 million	\$3,300
		3	\$25 million	\$5,000
		4	\$50 million	\$8,800
		5	\$100 million	\$11,600
		6	\$200 million	\$15,000
		7	\$300 million	\$18,800
		8	\$400 million	\$22,000
		9	\$500 million	\$26,000
		10	\$750 million	\$29,000
		11	\$1 billion	\$32,400
		11	\$2 billion	\$37,600
		12	\$4 billion	\$53,600
		13	\$6 billion	\$69,000
		14	\$8 billion	\$83,700
		15	\$10 billion	\$98,000
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$41.8k/\$57.8k/\$73.2k/\$87.9k/\$102.2k) + \$4,200 per each additional \$500 million.
K.	Single project license fee , for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.		# of Subcontractors	Annual Amount
		1	Project with < 20 subcontractors	\$2,500
		2	Project with > 20 subcontractors	\$5,000
L.	Bulk project license fee , for OnSite module. The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$1,500
		2	\$10 million	\$1,500
		3	\$25 million	\$2,000
		4	\$50 million	\$2,600
		5	\$100 million	\$3,000
		6	\$200 million	\$3,000
		7	\$300 million	\$4,000
		8	\$400 million	\$4,000
		9	\$500 million	\$5,200
		10	\$750 million	\$5,200
		11	\$1 billion	\$6,200
		11	\$2 billion	\$7,200
		12	\$4 billion	\$10,300
		13	\$6 billion	\$13,400
		14	\$8 billion	\$15,500
		15	\$10 billion	\$18,500
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	\$18,500 + \$800 per each additional \$500 million over \$2 billion.
M.	Single project license fee , for OnSite module. The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$500
		2	\$10 million	\$800
		3	\$25 million	\$1,000
		4	\$50 million	\$1,300
		5	\$100 million	\$1,500

		6	\$250 million	\$2,000
		7	\$500 million	\$3,000
		8	\$1 billion	\$4,000
		9	\$2billion	\$5,200
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level..	\$5,200 + \$900/each additional \$500 million over \$2 billion.
N.	<p>Interfaces to external client systems. This license to interface to an external client system allows data from client’s financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate.</p> <ul style="list-style-type: none"> a. Creation of external interface (per data group, i.e., project, contractor or payroll data) b. Maintenance of external interfaces 	<p style="text-align: right;">\$5,950/interface</p> <p style="text-align: right;">\$1,950/year/interface</p>		
O.	<p>Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas.</p> <ul style="list-style-type: none"> a. Set up fee (one-time) b. Annual license fee (includes one (1) update to map per year) c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas) 	<p style="text-align: right;">\$2,500/geographic area</p> <p style="text-align: right;">\$2,500/geographic area</p> <p style="text-align: right;">\$2,500/geographic area</p>		
P.	<p>Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker’s client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) “craft match” for California vs. Davis-Bacon wage comparison s; and, (e) notify LCPtracker, of terminations of applicable wage decisions.</p>	<p style="text-align: right;">\$125/hour</p>		
Q.	<p>Training of additional administrators for existing LCPtracker’s Clients, via the internet. Under this service, LCPtracker, will train, via the internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings.</p> <ul style="list-style-type: none"> a. 2 Sessions b. 1 Session 	<p style="text-align: right;">\$1,250/2 sessions</p> <p style="text-align: right;">\$625/session</p>		

R.	Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at LCPtracker's Client's location , additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "X" below) and will be specified by client at time of contract signing.	\$1,500/session
S.	Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The data to be included is within the sole discretion of LCPtracker.	\$525/DVD (excluding tax)
T.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects. a. Monthly fee b. Annual fee	\$100/month \$1,200/year
U.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.	\$250/web session
V.	Development , customization, and other similar software related services	\$275/hour
W.	Flat Rate Travel Fee , for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.	\$1,200
X.	Custom Documentation	\$125/hour
Y.	Project Management Services (beyond standard implementation.)	\$150/hour
Z.	Mapping Additional OnSite Forms	\$500.00/form
AA.	Re-activation of an Inactive Database	\$825.00/Database Reactivation

Schedule Two

This attachment contains the pricing terms.

- a) Unless otherwise stated, the prices stated in Schedule One cover one year of service.
- b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives timely written notice that it does not want such renewal.
- c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:

- 1.) *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);
- 2.) The Construction Cost increases beyond the previously purchased level at the time of renewal;
- 3.) Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)
- 4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of Schedule One applies.)
- 5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, LCPtracker's Client may request to reduce the LCPtracker level which was purchased for the preceding year. The lower construction level will be invoiced."

d) Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:

- 1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
- 2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.

e) Fees for those services stated in "A", "B", "C", "D", "E", "F", "G", "N-a", and "O-a" are one-time fees that are due on the date of this contract.

f) Fees for those services stated in “H”, “I”, “J”, “K”, “L”, “M”, “N-b”, and “O-b” on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.

g) Fees for those services stated in “O-c”, “P”, “Q-a”, “Q-b”, “R”, “S”, “T-a”, “T-b”, “U”, “V”, “W”, “X”, “Y”, “Z”, and “AA” on Schedule One are due at the time the service is delivered.

h) LCPtracker’s Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.

i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker’s Clients of such changes.

k) LCPtracker’s Client may request an audit of the accuracy of the Licensed Software’s performance as to LCPtracker’s Client. If such an audit is requested a charge of \$200/hour will be charged to LCPtracker’s Client for staff and resources used by LCPtracker to honor such a request.

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May 12, 2020

Mr. Larry MacNeil, Compliance Manager
Forty Niners Stadium Management Company, LLC (Stadium Manager)
4900 Marie P. De Bartolo Way
Santa Clara, California 95054

SUBJECT: LCP TRACKER AGREEMENT

Dear Mr. MacNeil,

This letter responds to your May 5, 2020 letter about the LCP Tracker Agreement. In your letter, you misrepresented that I did not want the Stadium Manager to piggyback on the existing City agreement for LCP Tracker and stated that I preferred that you enter into a separate contract. That is not true.

For clarification, the Stadium Authority staff has communicated various times in the past that we are supportive of the Stadium Manager piggybacking on existing City contracts to expedite and streamline the procurement process. This was reiterated in my November 15, 2019 letter where we stated that *"if ManCo is interested in piggybacking on City/Stadium Authority agreements, ManCo should provide the Stadium Authority with categories of services so that we can identify existing vendors that ManCo may want to consider."* I am attaching past letter sent to the Stadium Manager for you to reference and clarify the Stadium Authority's position.

The report attached to the letter is incomplete and is missing key report template sections that are included in each Stadium Authority Board report, such as: Environmental Review, Fiscal Impact, Coordination, Public Contact, and Recommendation. These are standard sections in any report that is presented to a public agency. For your reference, the Stadium Authority sent a sample Board report for the Stadium Manager to use in a September 23, 2019 letter, which included language to include in those sections.

If you would like to have the Board consider the item, the Stadium Manager is required to submit its own report to the Board requesting consideration of whatever action it is that you seek. It is not the Stadium Authority's responsibility to write the Stadium Manager's reports. Additionally, a report due date schedule has already been submitted to the Stadium Manager and you can refer to the deadlines to determine which Board meeting you would like for your item to be considered. As we have stated several times prior, reports must be submitted timely for the Stadium Authority's internal review and agenda production.

Sincerely,

A handwritten signature in blue ink, which appears to read "Deanna J. Santana", is positioned above the printed name.

Deanna J. Santana
Executive Director

CC: Brian Doyle, Stadium Authority Counsel



November 15, 2019

Sent Via Email Only

Mr. Jim Mercurio, Stadium Manager
Forty Niners Stadium Management Company, LLC (ManCo)
4900 Marie P. De Bartolo Way
Santa Clara, California 95054

SUBJECT: Procurement Agreements and Forms

Dear Mr. Mercurio:

As a follow up from our Monthly Coordination Meeting yesterday morning and as requested by ManCo staff, I am attaching a copy of the City of Santa Clara's license agreement with LCPtracker. If ManCo wants to procure similar services with LCPtracker, that request will require an agreement and the Stadium Authority Board's approval. The Stadium Authority also has an executed agreement with Bid-Sync, a government bid notification service, that could also be available to ManCo by agreement and the Stadium Authority Board's approval. If ManCo is interested in using Bid-Sync, we can provide the existing agreement for your review.

Additionally, attached find several procurement forms/checklists that serve to streamline the review process, improve ManCo's preparedness, and overall quality control of ManCo's documents prior to submitting them to the Stadium Authority for processing. As we have stated before, the completeness of your submittal will determine whether we can process them timely.

ManCo will need to submit any agenda reports for Stadium Authority Board approval of expenditures related to the 2019 PAC-12 Championship on December 6, 2019 by Monday morning at 9 a.m., November 18, 2019, to ensure that Stadium Authority staff has enough time to prepare for the upcoming December 3, 2019 Stadium Authority Board Meeting. If documents are not complete, we will not process them for Board consideration. Last, as we discussed, if ManCo is interested in piggybacking on City/Stadium Authority agreements, ManCo should provide the Stadium Authority with categories of services so that we can identify existing vendors that ManCo may want to consider.

Sincerely,

A handwritten signature in blue ink, reading "Deanna J. Santana". The signature is fluid and cursive, with the first name "Deanna" being more prominent than the last name "Santana".

Deanna J. Santana
Executive Director

CC: Brian Doyle, Stadium Authority Counsel
Kenn Lee, Stadium Authority Treasurer

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this 26th day of JUNE, 2018 between LCPtracker, Inc. ("LCPtracker" herein) and the City of Santa Clara ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called, the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein, LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in [Section 6.1](#), as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Section 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall, not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

Date of, or condition upon which license begins

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

LCPtracker shall indemnify and hold harmless LCPtracker's Client and its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, liability, damages, expense (including reasonable attorneys' fees and other litigation costs), or any other loss, for which LCPtracker's Client shall become liable arising from LCPtracker's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are [Schedules One](#) and [Two](#), [Schedule One](#) contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule. One. Below is a list, by [Schedule One](#) letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at [Section 5.4](#). LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the [Schedule One](#) letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of [Schedule Two](#).

B, FS

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's Client promises that it will not disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other mariner of

communicate Confidential Information to anyone other than someone who absolutely must have such Confidential Information in order for the service defined in [Section 6.1](#) to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in [Section 6.1](#) to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information, LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in [Section 6.1](#) to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's actions were in compliance with federal or state laws or court order,

Section 10.1. Proprietary Information, Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software will perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that, expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Limitation on Remedies. In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred, LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not be construed as a waiver of any right(s).

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

City of Santa Clara
City Manager's Office
1500 Warburton Ave
Santa Clara, CA 95050

Dated: 6/21/18

ATTEST:

Simona Madi
Acting City Clerk

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

Simona Madi

Client (Printed Name of Entity)

Deanna J. Santana

Individual Signing for Client (Printed)

CITY MANAGER

Job Title of Individual Signing for Client

[Signature]
Individual Signing for Client (Signature)

Dated: 5/25/18

MARK S Douglass
Individual Signing for LCPtracker (Printed)

CEO / PRESIDENT
Job Title of Individual Signing for LCPtracker

[Signature]
Individual Signing for LCPtracker (Signature)

EXHIBIT A
SCHEDULE ONE & SCHEDULE TWO

Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at [Section 6.1](#) is a list of the "Schedule One Letter (and if applicable, subcategory number) Designation(s)" for each service that LCPtracker is hereby licensing to LCPtracker's Client, designated in the main body of this Agreement. The terms of payment are on [Schedule Two](#).

Letter Designation for Service	Service	Price
A.	Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations:	\$3,950
B.	Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPtracker's Client's location; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	\$5,950

C.	<p>Start-up fee, National Prime Contractor Account, with onsite, in person training. The start-up fee pays for the following LCPTracker service: (1) Configuration and setup of administrative account/database; (2) 2 Onsite sessions with LCPTracker Project Manager; (3) 3 Administrative web training sessions for new staff or software updates during the year; (4) 10 Exclusive, web-based contractor training sessions; (5) Unlimited, non-exclusive Contractor web training sessions as reasonably scheduled by LCPTracker; (6) Initial prevailing wage data load (up to 24 hours of load time); (7) Current process review; (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPTracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.</p>	\$15,000
D.	<p>National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPTracker service: (1) Setup of LCPTracker's Client's electronic administrative account; (2) Configuration of LCPTracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPTracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPTracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.</p>	\$2,500
E.	<p>National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPTracker service: : (1) Setup of LCPTracker's Client's electronic administrative account; (2) Configuration of LCPTracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPTracker's Client's location; (5) Unlimited Contractor web training sessions as reasonably scheduled by LCPTracker; (6) One prevailing wage data load (up to eight hours of load time); (7) Training and consulting regarding how to load prevailing wage data; (8) Unlimited relevant data storage for the term of LCPTracker's Client's contract, after which all data will be archived for 3 years; and (9) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may</p>	\$4,000

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F.	Bulk project license fee, for LCPTracker. The bulk project license fee for LCPTracker pays for the following LCPTracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	<table> <tr> <th>#</th><th>Construction Cost up to</th><th>Amount</th></tr> <tr><td>1</td><td>\$5 million</td><td>\$3,250</td></tr> <tr><td>2</td><td>\$10 million</td><td>\$6,250</td></tr> <tr><td>3</td><td>\$25 million</td><td>\$9,500</td></tr> <tr><td>4</td><td>\$50 million</td><td>\$16,500</td></tr> <tr><td>5</td><td>\$100 million</td><td>\$21,750</td></tr> <tr><td>6</td><td>\$200 million</td><td>\$27,750</td></tr> <tr><td>7</td><td>\$300 million</td><td>\$35,000</td></tr> <tr><td>8</td><td>\$400 million</td><td>\$41,250</td></tr> <tr><td>9</td><td>\$500 million</td><td>\$48,500</td></tr> <tr><td>10</td><td>\$750 million</td><td>\$54,500</td></tr> <tr><td>11</td><td>\$1 billion</td><td>\$60,750</td></tr> <tr><td>12</td><td>\$2 billion</td><td>\$70,000</td></tr> <tr><td>13</td><td>\$4 billion</td><td>\$100,000</td></tr> <tr><td>14</td><td>\$6 billion</td><td>\$128,750</td></tr> <tr><td>15</td><td>\$8 billion</td><td>\$156,500</td></tr> <tr><td>16</td><td>\$10 billion</td><td>\$183,250</td></tr> <tr> <td>17</td><td>Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.</td><td>Base Level Cost (\$70k/\$100k/\$128.75k/\$156.5k/\$183.25k) + \$7,750 per each additional \$500 million.</td></tr> </table>	#	Construction Cost up to	Amount	1	\$5 million	\$3,250	2	\$10 million	\$6,250	3	\$25 million	\$9,500	4	\$50 million	\$16,500	5	\$100 million	\$21,750	6	\$200 million	\$27,750	7	\$300 million	\$35,000	8	\$400 million	\$41,250	9	\$500 million	\$48,500	10	\$750 million	\$54,500	11	\$1 billion	\$60,750	12	\$2 billion	\$70,000	13	\$4 billion	\$100,000	14	\$6 billion	\$128,750	15	\$8 billion	\$156,500	16	\$10 billion	\$183,250	17	Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$70k/\$100k/\$128.75k/\$156.5k/\$183.25k) + \$7,750 per each additional \$500 million.
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H.	Bulk project license fee, for Daily Reporter. The bulk project license fee Daily reporter: pays for the following LCPTracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	<table> <tr> <th>#</th><th>Construction Cost up to</th><th>Amount for unlimited # of contractors</th></tr> <tr><td>1</td><td>\$5 million</td><td>\$1,625</td></tr> <tr><td>2</td><td>\$10 million</td><td>\$3,125</td></tr> <tr><td>3</td><td>\$25 million</td><td>\$4,750</td></tr> <tr><td>4</td><td>\$50 million</td><td>\$8,250</td></tr> <tr><td>5</td><td>\$100 million</td><td>\$10,875</td></tr> <tr><td>6</td><td>\$200 million</td><td>\$13,875</td></tr> <tr><td>7</td><td>\$300 million</td><td>\$17,500</td></tr> <tr><td>8</td><td>\$400 million</td><td>\$20,625</td></tr> <tr><td>9</td><td>\$500 million</td><td>\$24,250</td></tr> <tr><td>10</td><td>\$750 million</td><td>\$27,250</td></tr> <tr><td>11</td><td>\$1 billion</td><td>\$30,375</td></tr> <tr><td>11</td><td>\$2 billion</td><td>\$35,000</td></tr> <tr><td>12</td><td>\$4 billion</td><td>\$50,000</td></tr> <tr><td>13</td><td>\$6 billion</td><td>\$64,375</td></tr> <tr><td>14</td><td>\$8 billion</td><td>\$78,250</td></tr> <tr><td>15</td><td>\$10 billion</td><td>\$91,625</td></tr> <tr> <td>16</td><td>Please Note: For Bulk Projects \$2 billion and above, you can choose to</td><td>Base Level Cost (\$35k/\$50k/\$64.375k/\$78.25k/\$91.625k) +</td></tr> </table>	#	Construction Cost up to	Amount for unlimited # of contractors	1	\$5 million	\$1,625	2	\$10 million	\$3,125	3	\$25 million	\$4,750	4	\$50 million	\$8,250	5	\$100 million	\$10,875	6	\$200 million	\$13,875	7	\$300 million	\$17,500	8	\$400 million	\$20,625	9	\$500 million	\$24,250	10	\$750 million	\$27,250	11	\$1 billion	\$30,375	11	\$2 billion	\$35,000	12	\$4 billion	\$50,000	13	\$6 billion	\$64,375	14	\$8 billion	\$78,250	15	\$10 billion	\$91,625	16	Please Note: For Bulk Projects \$2 billion and above, you can choose to	Base Level Cost (\$35k/\$50k/\$64.375k/\$78.25k/\$91.625k) +
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			increase your level in \$500 million increments.	\$3,875 per each additional \$500 million.
I.	Single project license fee, for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$500
		2	\$10 million	\$1,125
		3	\$25 million	\$1,625
		4	\$50 million	\$2,125
		5	\$100 million	\$3,125
		6	\$250 million	\$4,625
		7	\$500 million	\$5,625
		8	\$1 billion	\$6,750
		9	\$2 billion	\$8,250
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level..	\$8,250 + \$1,500/each additional \$500 million over \$2 billion.
J.	Bulk project license fee, for OnSite module. (FUTURE MODULE - NOT AVAILABLE NOW) The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$325
		2	\$10 million	\$625
		3	\$25 million	\$950
		4	\$50 million	\$1,650
		5	\$100 million	\$2,175
		6	\$200 million	\$2,775
		7	\$300 million	\$3,500
		8	\$400 million	\$4,125
		9	\$500 million	\$4,850
		10	\$750 million	\$5,450
		11	\$1 billion	\$6,075
		12	\$2 billion	\$7,000
		13	\$4 billion	\$10,000
		14	\$6 billion	\$12,875
		15	\$8 billion	\$15,650
		16	\$10 billion	\$18,325
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	\$18,325 + \$775 per each additional \$500 million over \$2 billion.
K	Single project license fee, for OnSite module. (FUTURE MODULE - NOT AVAILABLE NOW) The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$100
		2	\$10 million	\$225
		3	\$25 million	\$325
		4	\$50 million	\$425
		5	\$100 million	\$625
		6	\$250 million	\$925
		7	\$500 million	\$1,125
		8	\$1 billion	\$1,350
		9	\$2 billion	\$1,650
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level..	\$1,650 + \$300/each additional \$500 million over \$2 billion.
L.	Interfaces to external client systems. This license to interface to an external client system allows data from			

	<p>client's financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate.</p> <p>a. Creation of external interface (per data group, i.e., project, contractor or payroll data)</p> <p>b. Maintenance of external interfaces</p>	<p>\$5,950/interface</p> <p>\$1,950/year/interface</p>
M.	<p>Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas.</p> <p>a. Set up fee (one-time)</p> <p>b. Annual license fee (includes one (1) update to map per year)</p> <p>c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas)</p>	<p>\$2,500/geographic area</p> <p>\$2,500/geographic area</p> <p>\$2,500/geographic area</p>
N.	<p>Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker's client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) "craft match" for California vs. Davis-Bacon wage comparison; and, (e) notify LCPtracker, of terminations of applicable wage decisions.</p>	<p>\$75/hour</p>
O.	<p>Training of additional administrators for existing LCPtracker's Clients, via the Internet. Under this service, LCPtracker, will train, via the Internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings.</p> <p>a. 2 Sessions</p> <p>b. 1 Session</p>	<p>\$1,250/2 sessions</p> <p>\$625/session</p>
P.	<p>Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at LCPtracker's Client's location, additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.</p>	<p>\$1,500/session</p>
Q.	<p>Direct Payroll Interface. Under this service, LCPtracker's Client can automatically enter payroll information.</p> <p>a. Development of new DPI model</p> <p>b. Update to existing model</p>	<p>\$595/contractor</p> <p>\$250/model</p>
R.	<p>Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The</p>	<p>\$525/DVD (excluding tax)</p>

	data to be included is within the sole discretion of LCPtracker.	
S.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects. a. Monthly fee b. Annual fee	 \$100/month \$1,200/year
T.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.	\$250/web session
U.	Development, customization, and other similar software related services	\$275/hour
V.	Flat Rate Travel Fee, for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.	\$950

Schedule Two

This attachment contains the pricing terms.

- a) Unless otherwise stated, the prices stated in [Schedule One](#) cover one year of service.
- b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives written notice prior to the renewal date that it does not want such renewal.
- c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:
 - 1.) *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);
 - 2.) The Construction Cost increases beyond the previously purchased level at the time of renewal;
 - 3.) Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both

Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)

- 4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of [Schedule One](#) applies.)
 - 5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, the client may request to reduce the LCPtracker level which was purchased for the preceding year.. The lower construction level will be invoiced."
- d) Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:
- 1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
 2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.
- e) Fees for those services stated in "A", "B", "C", "D", "E", "L-a", and "M-a" are one-time fees that are due on the date of this contract.
- f) Fees for those services stated in "F", "G", "H", "I", "J", "K", "L-b", and "M-b" on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.
- g) Fees for those services stated in "M-c", "N", "O-a", "O-b", "P", "Q-a", "Q-b", "R", "S-a", "S-b", "T", "U", and "V" on Schedule One are due at the time the service is delivered.
- h) LCPtracker's Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.
- i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker's Clients of such changes.

- i) LCPtracker's Client may request an audit of the accuracy of the Licensed Software's performance as to LCPtracker's Client. If such an audit is requested a charge of \$200/hour will be charged to LCPtracker's Client for staff and resources used by LCPtracker to honor such a request

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Unique Service and Single Source Procurements – Justification Guidelines

The procurement authority may initiate a procurement for unique professional or other services, or purchases for supplies, materials and equipment, where the procurement authority determines that an unusual or unique situation exists that make the application of the requirements for competitive procurement contrary to the public interest. Any special procurement under this section shall be made with such competition as is practicable under the circumstance. A written determination of the basis for the procurement and for the selection of the particular contractor shall be included by the Procurement authority in the department files.

Examples of acceptable considerations for a unique service or single source purchase:

- Only one source exists for services as determined by documented research and can be validated by independent review (i.e., RFI publicly posted) to withstand public scrutiny.
- No other reasonable alternative source exists that meets the City's requirements.
- Only one source meets the business needs of the City (e.g., unique feature to meet City's business need).
- A professional expert with unique qualifications is required.
- Software maintenance and support where typically, only the software manufacturer can maintain their software.

Examples of what may NOT qualify as a justification for a unique service or a single source purchase:

- A requirement for a proprietary service does not automatically justify a single source procurement.
- A preference that the City use a specific vendor.
- City's perception that the vendor is best qualified to perform the work (this should be determined through a competitive procurement process).
- A service's "uniqueness" alone may not qualify the vendor as a sole provider of the service.
- A past or existing relationship with the vendor.
- Insufficient time to follow a competitive procurement process due to lack of City planning.
- The vendor is offering a special incentive (can be addressed through a competitive procurement process).

Additional considerations:

- Unique services or single source agreements should generally be one-time versus ongoing.
- The estimated not to exceed value of the agreement (anticipating the initial work plus any follow-on work that may be required) should not exceed the formal bidding threshold in effect at the time the unique services or single source request is submitted.

- Any justification that simply repeats the above examples of what may qualify as a unique service or single source is not an acceptable justification. For example, *“a single source contract with vendor Acme is required because they are the only source that meets our business needs”* is not acceptable. The request must document and justify why they are the only source or unique service.
- A letter from the vendor stating they are single source or unique service is not sufficient documentation, because it presents a conflict-of-interest as they are beneficiary of the single source or unique service award.

Considerations in documenting a single source or unique services contract:

The following information should be included in your documentation:

- Vendor name, contact information.
- City Department, contact name and contact information.
- Contract term (6 months, 12 months, etc).
- How long is the unique service or single source valid for?
- Estimated contract value (attach vendor quote or proposal).
- Will services be one-time or on-going after the initial term)?
- Description of the service (attach statement of requirements or scope of service).
- Provide a clear statement for the need including any unique qualifications, certifications, or expertise requirements.
- If technology related, has Information Technology Department (ITD) evaluated the unique services or single source requirement?
- Description of the unique nature of the service that prohibits competition (what is unique about this procurement to justify award of contract without engaging in a standard procurement process (RFP/RFQ?)
- Documented market research conducted to verify that the vendor is the only known source.
- Analysis that supports the fairness/reasonableness of the price. Cost analysis, benchmarking against other public agency agreements, cooperative agreements etc.



PROCUREMENT CHECKLIST FOR SERVICES

Please check as applicable:			✓	Please check as applicable:			✓	
Non-professional services				Professional Services				
1	Competitive? (follow process below)	<input type="checkbox"/>			Competitive? (follow process below)	<input type="checkbox"/>		
2	Sole Source? (if checked, attach justification per guidelines)	<input type="checkbox"/>			Sole Source? (if checked, attach justification per guidelines)	<input type="checkbox"/>		
3	Cooperative Agreement used?	<input type="checkbox"/>			Cooperative Agreement used?	<input type="checkbox"/>		
4	Prevailing Wage Required?	<input type="checkbox"/>						
5	If "prevailing wage required" box 4 is checked, then enter DIR registration number: _____							
6	If "cooperative agreement used" box 3 is checked, then enter name of the cooperative agreement and agreement number: Name: _____ No.: _____				If "cooperative agreement used" box 3 is checked, then enter name of the cooperative agreement and agreement number: Name: _____ No.: _____			
7	If "competitive" box 1 is checked, then;				If "competitive" box 1 is checked, then;			
8	Use Request for Quote (RFQ) template if estimated value is <\$50,000;	<input type="checkbox"/>			Use Statement of Qualifications (SOQ) template (any value)	<input type="checkbox"/>		
9	Use Request for Proposal (RFP) template if estimated value is ≥ \$50,000	<input type="checkbox"/>						
10	Payment Bond Required? (for general services GT \$25,000)	<input type="checkbox"/>						
11	Award basis:	<input type="checkbox"/>			Award basis:	<input type="checkbox"/>		
12	Low price, or;	<input type="checkbox"/>			Low price			
13	Best value (points)	<input type="checkbox"/>			Best value (points) – typical for professional services	<input type="checkbox"/>		
14	Obtain required insurance	<input type="checkbox"/>			Obtain required insurance	<input type="checkbox"/>		
15	Purchase order or;	<input type="checkbox"/>						
16	Agreement	<input type="checkbox"/>			Agreement	<input type="checkbox"/>		
Award Information:			<input type="checkbox"/>		Award Information:			<input type="checkbox"/>
Winning bidder: _____					Winning bidder: _____			
Bidders that responded to RFx:					Bidders that responded to RFx:			



PROCUREMENT CHECKLIST FOR SUPPLIES, MATERIALS, and EQUIPMENT

Please check as applicable:		✓
1	Competitive? (follow process below)	<input type="checkbox"/>
2	Sole Source? (attach justification per guidelines)	<input type="checkbox"/>
3	Cooperative agreement used?	<input type="checkbox"/>
4	If "cooperative agreement used" box 3 is checked, then enter the name of the cooperative agreement and agreement number: Name: _____ No.: _____	
5	If "competitive" box 1 is checked, then;	
6	Use Request for Bids (RFB) template if estimated value is \geq \$100,000	<input type="checkbox"/>
7	Use informal Request for Quote (RFQ) template if estimated value is $<$ \$100,000 and $>$ \$15,000	<input type="checkbox"/>
8	Award basis:	<input type="checkbox"/>
9	Low price (typical for product purchase), or;	<input type="checkbox"/>
10	Best value (points)	<input type="checkbox"/>
11	Obtain required insurance (typically not required for product purchase)	<input type="checkbox"/>
12	Purchase order? (typical for product purchase), or;	<input type="checkbox"/>
13	Agreement?	<input type="checkbox"/>
Award Information:		<input type="checkbox"/>
Winning bidder: _____		
Bidders that responded to RFx:		



PROCUREMENT CHECKLIST FOR CAPITAL/CONSTRUCTION PROJECTS

Please check as applicable:		✓
1	≤ \$1,000?	<input type="checkbox"/>
2	> \$1,000?	<input type="checkbox"/>
3	Purchase from public agency?	<input type="checkbox"/>
4	Competitive bid?	<input type="checkbox"/>
5	If "purchase from public agency?" box 3 is checked, then enter the name of the agency and agreement name/number: Name: _____ No.: _____	
6	If "> \$1,000 box 2 is checked, then;	
7	Use public works Request for Bids (RFB) template	<input type="checkbox"/>
8	Bid bond required?	<input type="checkbox"/>
9	Payment bond required?	<input type="checkbox"/>
10	Performance bond required?	<input type="checkbox"/>
11	Low price award (required)	<input type="checkbox"/>
12	Required insurance obtained?	<input type="checkbox"/>
Award Information:		
Winning bidder: _____ Bid Amount: \$ _____		
Bidders that responded to RFB:		
Bidder: _____		Bid Amount: \$ _____
Bidder: _____		Bid Amount: \$ _____
Bidder: _____		Bid Amount: \$ _____
Bidder: _____		Bid Amount: \$ _____



CAPITAL EXPENDITURES PAYMENT FORM

CapEx Budget Approval Date:		Payment Form No. (Assigned by SCSA)	
CapEx Budget Item Type:			
CapEx Budget Description:			
CapEx Budget Total Cost:	\$		
Available Funds:	\$		
Requested Payment			

➤ **Required Documentation:**

- Scope of Work
- Contract or Agreement
- Purchase Order Form
- Bid Documents (Quotes, Bid Process including scoring and evaluations)
- Public Works Project ___ Yes ___ No
- Invoice(s)
 - Sales Tax properly applied
 - Freight
 - Proof of Receipt (packing slip, photo, independent inspection)
 - Installation Details (certified payroll for Public Works projects)

➤ **Wiring/Payment Instructions:**

Payment Amount:	\$
Vendor:	
Brief description of transaction:	
Date wire should be sent:	
Vendor's Wire Transfer Instructions:	
Bank Name/Branch:	
Account Title/ Vendor Name:	
Account No.:	
ABA #:	
Reference:	

Stadium Manager Approval Signature

Stadium Authority Inspector
(Verification of Installation)

Stadium Authority Approval Signature

**STADIUM AUTHORITY/STADIUM MANAGER
MONTHLY COORDINATION MEETING
May 21, 2020 | 9:00 – 10:30 a.m.
Zoom Meeting**

A G E N D A

- I. Plans for Current Operations Under COVID-19 Orders and Phased Reopening of Stadium**
 - a. Disinfection and Site Operations COVID-19 Plan
 - b. Update Transportation Management and Operations Plan (TMOP) and NFL Parking Plan
- II. Update from Stadium Manager on the Implementation of the ADA improvements on the Main Lot**
- III. Update from Stadium Manager on Consultant, AP Triton**
- IV. Stadium Authority Board Direction on Stadium Manager's SBL Proposal**
- V. Meeting with Procurement Manager**
 - a. Approval to piggyback on City contracts with Bid Sync and LCP Tracker, so Stadium Manager can solicit proposals for the 100 level plumbing repair
- VI. Oversight of Capital Projects**

SCSA Board Direction for Stadium Manager Follow Up

- Compliance Plan and Oversight of Corrective Action (including Validation)
- Number of public riders for large stadium events
- Analysis re Event Day Parking Costs
- Stadium Manager Report to Board Summarizing Contracts Let on Behalf of Stadium Authority

Upcoming SCSA Board Meeting Dates

- July 14, 2020
- November 17, 2020

**MINUTES FROM
STADIUM AUTHORITY/STADIUM MANAGER
QUARTERLY STATUS MEETING
September 17, 2020 | 9:00 – 10:00 a.m.
Zoom Meeting**

Stadium Manager/ManCo Staff Present:

Executive Vice President & General Manager, Jim Mercurio
Vice President, Deputy General Counsel, Jihad Beauchman
Senior Manager, Public Affairs & Strategic Communications, Jas Sajjan

Stadium Authority Staff Present:

Executive Director, Deanna J. Santana
Stadium Authority Counsel, Brian Doyle
Treasurer, Kenn Lee
Assistant City Manager, Ruth Mizobe Shikada
Assistant City Manager, Manuel Pineda
Assistant to the Executive Director, Christine Jung
Senior Management Analyst, Rachel Copes

Executive Director Santana reminded everyone that minutes will be taken for the meeting. Jihad asked if ManCo would receive a draft copy before the minutes are published. Executive Director Santana explained that the Stadium Authority was not planning to, which is the normal practice for a public agency preparing meeting minutes. ManCo staff were informed by Santana that if they had any issues with the published minutes that they could issue comments directly to the Board. ManCo staff confirmed that they understood.

A G E N D A

I. COVID Update from Stadium Manager

a. Updates on Attendance at Upcoming Games

ManCo's Executive Vice President & General Manager Mercurio provided a brief update on their September 13 game, which had no fans in attendance. He shared that some teams are hosting fans, but only about 25% capacity so that might be the next step when fans are allowed. He noted that the game went well and that they reminded fans through social media to respect the County order. They will continue pushing that information out since it seems to be working. They only heard of one service call, which was about a tent at the park, but it was quickly resolved.

CONFIDENTIAL discussion about Stadium security. [REDACTED]

b. Status of Requested Transportation Management and Operations Plan (TMOP) and Parking Plans Addendums for No or Limited Audience

ManCo's Executive Vice President & General Manager Mercurio didn't expect there to be much changes to the documents that they submitted earlier in the year. The 49ers have operations meetings the week before each game and will share any changes with City/Stadium Authority staff if they come up then, especially Police's traffic staff.

c. Status of Annual Parking Permits

Item was addressed/discussed as part of the traffic/parking documents above.

II. Updates from Stadium Manager: Quarterly Status Meeting (First Amendment to Stadium Management Agreement)

a. Financial performance of past Non-NFL Events

i. Non-NFL Events P&L for current year

ManCo's Vice President, Deputy General Counsel Beauchman shared that the report, if it hasn't already, will be placed in the Stadium Authority's Administrative Office. ManCo's Executive Vice President & General Manager Mercurio confirmed that the USB was placed in the office yesterday and that the Stadium Authority can coordinate Stadium access for Stadium Authority staff by emailing him.

b. Status of future Non-NFL Events

i. Booked Events

ii. Pipeline Events

CONFIDENTIAL discussion about Stadium Non-NFL Events. [REDACTED]

[REDACTED]

c. Private Parking Agreements

i. Executed private parking agreements

ii. Ongoing negotiations for private parking agreements

III. Stadium Builder Licenses

a. SBL Paper Copy Project Update—Transfer of SBLs (paper and digital copies) to SCSA for proper archiving

ManCo's Vice President, Deputy General Counsel Beauchman shared that the hard copy SBLs are all boxed. There are 75-100 boxes, which probably won't all fit in the Stadium Authority's Stadium Office. He asked how Stadium Authority staff wanted the boxes. Executive Director Santana asked how the boxes were organized for purpose of easy tracking or retrieval if the Stadium Manager required an SBL agreement (i.e., alphabetically or by SBL types). Vice President, Deputy General Counsel Beauchman responded that he was not sure. He said he would find out and let Stadium Authority staff know. Executive Director Santana asked him to let staff know via email when he finds out [REDACTED]

[REDACTED] ManCo's Vice President, Deputy General Counsel Beauchman also provided an update on the digital SBL files, which totaled about 80 gigabits. ManCo is determining the best process to transfer those records.

b. Owner's Club Amendment

CONFIDENTIAL discussion about potential litigation. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. SBL Defaults

CONFIDENTIAL discussion about potential litigation.

[REDACTED]

IV. Emergency Repairs at Stadium

There are two emergency repairs that are being worked on at the Stadium. ManCo staff noted that they sent the documents that the Stadium Authority requested. Executive Director Santana confirmed that staff was reviewing the documents and will let ManCo know if there are any questions.

V. ADA Improvements on Red Lot

ManCo's Vice President, Deputy General Counsel Beauchman provided an update on the progress that they were making on the ADA improvements. Once ManCo signs off on the settlement, they will need to amend the Design Building Agreement (DBA), which will go to the Board for approval. Under the proposed DBA amendment, no public funds will be used.

CONFIDENTIAL discussion about the funding of the improvements.

[REDACTED]

VI. Planned/Budgeted Capital Improvements (procurement schedule)

ManCo's Executive Vice President & General Manager Mercurio shared that not much has changed but the City has put a hold on building and fire permits because of Stadium Manager's fire code violations. He is trying to resolve those issues so that ManCo can move forward on projects, including Levi's Stadium signage, tunnel safety improvements, etc. The projects were all included as part of the approved 2019 and 2020 budgets. He noted that ManCo will not open any new projects until they get permits.

CONFIDENTIAL discussion about Stadium Improvements.

[REDACTED]

VII. Full Rental Payment

There are extensive notes on this topic due to its sensitive nature.

ManCo's Vice President, Deputy General Counsel Beauchman and Stadium Authority Counsel Doyle discussed the conversation that took place regarding Stadium rent payment during the August meeting. ManCo's Vice President, Deputy General Counsel Beauchman stated he had hoped to have a collaborative conversation with Stadium Authority Counsel Doyle to walk through the steps before the Stadium Authority Board took action to initiate arbitration. He stated that he hopes in the future that he and Stadium Authority Counsel could discuss these things before resources were unnecessarily expended.

Stadium Authority Counsel noted that Vice President, Deputy General Counsel Beauchman could have just told him that ManCo was planning to pay the rent in full at the August meeting or at anytime thereafter, but instead was told at the last meeting that ManCo's position was that the rent should be reduced due to the cancellation of the games. Additionally, Stadium Authority Doyle had requested Vice President, Deputy General Counsel Beauchman to provide documentation of ManCo's justification for the reduction when the topic was discussed at the last meeting, which did not happen.

Executive Director Santana added that his efforts of a "collaborative" process or comments did not make sense, nor were his actions over the past months consisted with his comments today. Stadium Counsel Doyle noted that while Deputy General Counsel Beauchman discussed the cancellation of the pre-season games in several telephone conversations, he never mentioned any intention to rely on the cancellations to reduce rent. Executive Director Santana stated that instead Scott Sabatino issued a letter of Stadium Manager's intent to reduce rental payments by 10% for each canceled game, noting a 20% intended rental payment reduction. Executive Director Santana noted that she sent a letter rejecting the basis for reducing rent and disagreeing with their claims. Santana noted during July or August, Jihad had never reached out to collaborate on rental reduction and instead the Stadium Manager:

- (1) Took action in July to send a letter advising of its intent to reduce rental payments,
- (2) Rejected Stadium Authority's letter of its inability to take such action and, indeed,
- (3) Failed to pay rent in the amount of \$5+ million.

Executive Director Santana noted that the Stadium Authority acted reasonably with the information it had by taking this matter to the Board since nothing in the Stadium Manager's actions from June - September indicated their willingness to be collaborative or pay their full rent.

Stadium Authority Counsel Doyle said that what matters is that the Stadium Authority got the full rent payment and if Vice President, Deputy General Counsel Beauchman wants to talk in the future, he could call or email. ManCo's Vice President, Deputy General Counsel Beauchman said there is more than one reason why the rent was reduced. Executive Director Santana asked that he put those items on the agenda for future meetings and not delay collaborative discussion opportunities until after the fact.

VIII. \$2.7M for Non-NFL Event FYE 3/31/2020

Stadium Manager asked when the fiscal report regarding last year's fiscal year would be presented to the Board and if would include the \$2.7 million. Stadium Treasurer Lee confirmed that the fourth quarter report is scheduled to go to the Board on October 13. Staff stated that it has been reviewing the documents and may have follow up questions. Stadium Authority staff stated that its focus is on the year end audit.

ManCo's Vice President, Deputy General Counsel Beauchman asked when the projected payment would be transferred. Executive Director Santana stated that she couldn't answer that question since it would depend on the Board discussion and action. ManCo's Vice President, Deputy

General Counsel Beauchman also wanted to clarify that the \$2.7M was not part of the Shared Expenses since it was brought up in conversation during the September 10 meeting between ManCo and Stadium Authority staff. Executive Director Santana clarified that she had brought up the \$2.7M during the meeting but only as an example for the need to have access to all information and not limit the audit review process, and not as a Shared Expense. She noted that Esther Chi from the 49ers was going to follow up to see if they would be open to showing the documents differently since last week's process was inefficient.

IX. Public Safety Cost Billings

Stadium Treasurer Lee noted there were a lot more questions than usual from the 49ers regarding public safety costs. Stadium Authority staff has the backup documents and is preparing them to send to ManCo, as time permits.

X. LCPtracker Agreement

Executive Director Santana shared that Stadium Authority staff checked notes from May's meeting regarding LCPtracker, which stated that ManCo would discuss internally about how to move forward with the "piggybacking" process and get back additional information to the Stadium Authority. ManCo's Vice President, Deputy General Counsel Beauchman noted that his understanding was that there were two different conversations.

Executive Director Santana clarified that the notes mentioned that Jihad was to get back with additional information and that she thought the follow up information could be about the difference in pricing (but that no detail was noted in the notes) and that we also are waiting for ManCo to submit changes to the report. Santana went on to state that ManCo needed to explain the difference in pricing and actual contract amount authority. ManCo's Vice President, Deputy General Counsel Beauchman didn't recall what information they needed to follow up about from May or if there was any discussion about the difference in pricing of the agreement.

Since there was confusion about the follow up information referenced in the May notes, Executive Director Santana asked him to revise the report to include an explanation about the difference in pricing, since it is not appropriate to request \$25,000 for a \$13,000 expenditure without an explanation of what the funds would be used for. ManCo's Vice President, Deputy General Counsel Beauchman noted that he would take another look at the report but that there was contention about ManCo writing the Stadium Authority's Board reports.

Executive Director Santana rejected that Stadium Authority should draft Stadium Manager's reports and clarified that Stadium Manager would have to do some work and provide an analysis to explain the difference in pricing in the report. Stadium Authority Counsel Doyle added that the 49ers procurement manager who has experience with the County should be able to draft the explanation for why there is a \$12/\$13K difference for the agreement. Executive Director Santana suggested that if there are any issues and items that they are waiting for in the future, ManCo shouldn't wait four months to follow up and that they caused the delay in action by not following up for four months on this item, because Stadium Authority notes show that Stadium Manager was to follow up with the Stadium Authority on both "piggybacking" and more information. Santana stated that it could take the Stadium Manager's request to the Board on October 13 as submitted and write a separate report from the Stadium Authority. There was not disagreement with that course of action.

SCSA Board Direction for Stadium Manager Follow Up

- Compliance Plan and Oversight of Corrective Action (including Validation)
- Number of public riders for large stadium events
- Analysis re Event Day Parking Costs
- Stadium Manager Report to Board Summarizing Contracts Let on Behalf of Stadium Authority
- May 27, 2020 Letter re COVID-19 Plan for the Stadium, revolving loan, the buffet invoice, maintenance of the Stadium, and event parking/public transportation.

Upcoming SCSA Board Meeting Dates

- October 13, 2020 Special Board Meeting
- November 17, 2020

From: [MacNeil, Larry](#)
To: [Christine Jung](#); [Compliance Manager](#)
Cc: [Deanna Santana](#); [Brian Doyle](#); [Kenn Lee](#); [Ruth Shikada](#)
Subject: RE: LCP Tracker Agmt
Date: Wednesday, October 7, 2020 4:22:44 PM
Attachments: [image002.png](#)
[image005.png](#)
[image001.png](#)
[image003.png](#)

Hi Christine.

Your email is yet another display of non-cooperation and politically motivated rhetoric.

Our request is rather simple. We seek the approval of the LCP Tracker software for \$13K with an additional \$12K of contingency for the potential software integration of your proposed new SCSA accounting system (see Schedule 1 Item V of the LCP Contract – Software customization at \$275/hour). This option is outlined in the contract provided.

However, due to the fact that the City has made zero progress on actually implementing the new SCSA accounting system for the past year and a half, the contingency can be removed from consideration at this time.

It would be more efficient to include the potential software integration now, but we all know that the SCSA's preferred bureaucratic process is anything but efficient. If you ever get that project on track, and you want to integrate LCP into the new system, then you can use additional public resources to go back to your Board for further expense authorization.

With respect to your assertion that Stadium Manager has a "contractual duty" to prepare your staff reports to your Board, you are incorrect. You are reminded that Stadium Manager's contractual duties are set forth in the Management Agreement, and preparing your Board reports is not within the scope of that agreement. The Stadium Manager offered to perform this additional work two months ago, but your political constraints seemingly prevent you from exercising that option. Please refer to section 2.6.21: "...the Stadium Manager shall not be obligated to perform any such additional services or functions without adequate reimbursement for additional expenses incurred by it thereby and an appropriate adjustment of Management Fees in connection therewith..."

Please advise what direction the staff will recommend to the Board with respect to this LCP Tracker contract.

We look forward to your response.

Larry MacNeil
San Francisco 49ers
408.416.1639

From: Christine Jung <CJung@SantaClaraCA.gov>
Sent: Thursday, October 1, 2020 5:16 PM
To: MacNeil, Larry <larry.macneil@49ers.com>; Compliance Manager <compliancemanager@49ers-smc.com>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>; Brian Doyle <BDoyle@SantaClaraCA.gov>; Kenn Lee <KLee@SantaClaraCA.gov>; Ruth Shikada <RShikada@SantaClaraCA.gov>
Subject: RE: LCP Tracker Agmt

Hi Larry,

Your response below, as well as the unexplained near 100% contingency amount requested in the agenda report, confirms Stadium Manager's profound misrepresentation that it had the professional experience to manage public facilities such as Levi's Stadium on behalf of the public. Anyone familiar with procuring goods and services for a public facility knows that you can't ask for an expenditure of public funds from the governing agency without a complete explanation of your requested authorization. In this case, your request proposes an authorization of \$25,000 of public funds for a \$13,180 contract, with no public disclosure of what the remainder of the public funds would be used for and no supporting documentation for your recent claim. As a rule of thumb, contingencies are normally in the 5 to 10% range. If you had an explanation for an extraordinary request for an almost 100% contingency you should have included this in the original email. Indeed, the Stadium Manager should recognize its duty to work collaboratively with the Stadium Authority Board and staff to obtain the approvals that it requires to fulfill its contractual duties (including drafting your requests to the Board).

As you already know, due to the Stadium Authority Board's revocation of the Executive Director's authority to procure good and services on behalf of the Stadium Authority as of November 8, 2019, the Stadium Manager is required to seek approval from the Board and to demonstrate that it has properly and legally procured the services before Stadium Authority contracts may be executed. As such, we will transmit the incomplete agenda report that the Stadium Manager submitted, along with the LCPTracker Agreement, to the Board for its consideration at the October 13 Special Board Meeting. Stadium Authority staff will also prepare a separate report to address any misrepresentations and incorrect/inadequate information included in the report, including a copy of this email.

We recommend that the Stadium Manager be present either in person or virtually for the October 13 meeting to respond to any questions that the Board might have about the contract. The agenda packet with the Zoom participation information will be posted on the [City's website](#) no later than 72 hours prior to the meeting.

Sincerely,
Christine Jung | Assistant to the Executive Director
1500 Warburton Avenue | Santa Clara, CA 95050
D: 408.615.2218 | www.santaclaraca.gov/scsa

From: MacNeil, Larry <larry.macneil@49ers.com>
Sent: Thursday, September 24, 2020 5:49 PM
To: Christine Jung <CJung@SantaClaraCA.gov>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>; Brian Doyle <BDoyle@SantaClaraCA.gov>; Kenn Lee <KLee@SantaClaraCA.gov>; Ruth Shikada <RShikada@SantaClaraCA.gov>; Compliance Manager <compliancemanager@49ers-smc.com>
Subject: LCP Tracker Agmt

Hi Christine.

This is in reply to your email dated 9.18.2020 regarding the LCP Tracker Agreement, which was submitted by Stadium Manager to Manager Santana for approval on 5.5.2020.

Your statement that you “asked for more information” with respect to the \$25,000 NTE, as stated in the quarterly meeting last week and again in your email, is false. Further, the suggestion that Stadium Manager is to blame for the SCSA’s repeated moving of the goalposts is absurd.

I sent the LCP Agreement for approval by the SCSA on 5.5.2020. Manager Santana sent back a letter dated 5.12.2020 requesting that I prepare a Staff Report for the SCSA Board (attached). As I have previously indicated, the preparation of Board Reports is not within the scope of Stadium Manager’s contract. That is the responsibility of City Staff. As indicated in Mr. Mercurio’s email to you dated 7.31.2020:

“Your letter requested a “corresponding agenda report” that you can submit to your Board. Please note that the preparation of written reports to your Board is outside the scope of the Management Agreement. That work should be handled by City Staff, as it has been for the past decade. If you would like Stadium Manager to consider handling this work for you in the future, we would be happy to put together an “additional services” budget pursuant to Section 2.6.21 of the Management Agreement for that scope of work. This would include additional staffing and an increase to the Management Fee, all of which would be charged to the SCSA.”

In other words, we are not doing your job for you.

You will note that Manager Santana’s 5.12.2020 letter regarding this specific contract makes no mention of your newly found concern over the difference between the \$25,000 versus the \$13,180. That’s because you never raised this issue until now.

While the contingency amount would allow for the costs associated with the potential integration of the software with the accounting system eventually selected by the SCSA, we have no interest in wasting our time jumping through your bureaucratic hoops. If you want to get approval from your Board for a \$13,180 contract, go right ahead. In either case, please take the steps necessary to approve the contract so we can execute it. These bureaucratic tactics only waste our time and yours.

I have attached a copy of the LCP Tracker contract. Please let us know when it is approved.

Thx

Larry MacNeil
San Francisco 49ers
408.416.1639

From: Christine Jung <CJung@SantaClaraCA.gov>
Date: Friday, September 18, 2020 at 2:31 PM
To: "Mercurio, Jim" <jim.mercurio@49ers.com>, "Beauchman, Jihad" <Jihad.Beauchman@49ers.com>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>, Brian Doyle <BDoyle@SantaClaraCA.gov>, Kenn Lee <KLee@SantaClaraCA.gov>, Ruth Shikada <RShikada@SantaClaraCA.gov>
Subject: LCP Tracker Agreement Follow Up

Hi Jim and Jihad,

As a follow up to yesterday's discussion about the LCP Tracker Agreement, we would like to better understand the difference between the cost structure of the services (\$13,180) and the proposed not-to-exceed amount of the agreement (\$25,000) referenced on pages 3-4 of the attached draft agenda report that was included with your May 5 letter. Normally an agreement's not-to-exceed amount may include a small contingency amount above the cost of service but in this case the contingency costs are almost equal to the cost of the entire cost structure. Please update the agenda report to include an explanation for the contingency.

The next Stadium Authority Board Special Meeting is scheduled for October 13, 2020. Please submit the revised report no later than next Thursday, September 24 so that it can be reviewed and routed in time for that meeting. In the future, you are reminded not to let four months pass without inquiring about items important to the Stadium Manager's business.

As we discussed yesterday, our notes clearly showed that we asked for more information and Jihad stated that he would get back to us. There was no need for a delayed inquiry of four months. Thank you.

Sincerely,
Christine Jung | Assistant to the Executive Director
1500 Warburton Avenue | Santa Clara, CA 95050
D: 408.615.2218 | www.santaclaraca.gov/scsa

Larry MacNeil
San Francisco 49ers
408.416.1639



City of Santa Clara

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Agenda Report

20-926

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 10/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	9/29/20	Council Meeting	Governance Committee Referrals – Discussion on Planning Commission's referral process and citywide Board and Commission workplan process	City Manager	TBD	
2.	9/29/20	Council Meeting	Provide information to the community regarding 49er-initiated litigation via mailer, social media, blogs, website, utility inserts, etc.	City Attorney/ City Manager	TBD	10/5/20
3.	8/25/20	Stadium Authority Meeting	Staff to begin producing Stadium Authority and Stadium Manager meeting minutes	City Manager	10/13/20	
4.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way	Water & Sewer	12/15/20	
5.	8/18/20	Council Meeting	Staff to send a letter to State of California regarding the relocation of the Courthouse	City Manager/ Community Development	TBD	9/2/20
6.	8/18/20	Council Meeting	Staff to return on 10/13/20 with options regarding Worker Retention Ordinance in relation to the Pandemic	City Manager/ City Attorney	10/13/20	
7.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	Jan/Feb 2021	
8.	4/7/20	Council Meeting	Pruneridge Ave. Complete Streets Plan Project – Council voted to postpone awarding the contract and requested staff bring it back to Council when there was more certainty about public outreach efforts in relation to COVID-19 shelter in place order	Public Works	11/17/20	
9.	1/28/20	Council Meeting	Respond via City Manager's Biweekly Report when information on alternate leasing plan for department stores at Related Santa Clara Project will return to Council	City Manager	Dec 2020	9/29/20
10.	1/28/20	Council Meeting	VTa Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	
11.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	Fall 2020	
12.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Fall 2020	9/29/20
13.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium	Police	Oct/Nov 2020	
14.	8/27/19	Council Meeting	Agendize Korea Town designation for a future Council meeting and return with information about outreach and what Sunnyvale is doing on El Camino Real	City Manager	11/17/20	
15.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting	Parks & Rec	Fall 2020	



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
			date so they may update Council on their fundraising efforts.			
16.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	Fall 2020	
17.	6/4/19	Council Meeting	Regarding bicycle and scooter share devices: staff to bring back final plan for Council approval – Council asked staff to further look into items such as outreach events, insurance, speed monitoring, data, fee structure and drop-off locations (Per the City Attorney's Office this item was placed on hold – pending the outcome of other public entities' litigation)	Public Works	TBD	
18.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
19.	4/30/19	Council Meeting	Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads	49ers Stadium Manager	TBD	
20.	11/27/18	Council Meeting	TID: Reconciliation of reserve fund; disclosure of legal fees as determined by the performance auditor; and develop a subsidy policy	City Manager	Nov 2020	
21.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	TBD	
22.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	Fall 2020	
23.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	



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COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
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Updated 10/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	8/25/20	Council Meeting	Add an agenda item on the Santa Clara Downtown and Courthouse for the 9/1/20 Council Meeting	City Manager	9/1/20	9/1/20	Reported at Council Meeting
2.	7/14/20	Council Meeting	Return after Council break with an informational update on the progress of the implementation of the Tasman East Specific Plan.	Community Development	8/25/20	8/25/20	Reported at Council Meeting
3.	11/12/19	Council Meeting	Provide update on the International Association of Science Parks (IASP) Conference in 2021 to the Economic Development, Communications and Marketing Committee	City Manager	TBD	8/24/20	Email sent on 8/24/20 from City Manager to Council
4.	6/23/20	Council Meeting	Study Session on November 2020 Ballot Measures – return to Council on 7/14/20 with ballot language for TOT	City Manager	7/14/20	7/14/20	Reported at Council Meeting
5.	6/23/20	Council Meeting	Create an Ad Hoc Committee on Human Rights/Racial Inequalities in Santa Clara	City Manager	7/14/20	7/14/20	Reported at Council Meeting
6.	6/23/20	Council Meeting	Solid Waste Rate Increase – return on 7/14/20 with a report on rates and review options for rate assistance	Public Works	7/14/20	7/14/20	Reported at Council Meeting
7.	1/28/20	Council Meeting	Return in March with a Resolution in support of 2020 Census (due to the impact of COVID-19 the U.S. Census has been extended through 10/31/20)	City Manager	7/14/20	7/13/20	Reported at Council Meeting
8.	2/11/20	Council Meeting	Written Petition Received from Alan Todd Bevis Regarding Traffic Calming on Briarwood; Council requested staff to bring this item back to Council	Public Works	7/7/20	7/7/20	Reported at Council Meeting
9.	10/22/19	Council Meeting	Staff to return with budget appropriations in the budget cycle to improve the gazebo area at Mission Branch Library	Finance	6/23/20	6/23/20	Reported at Council Meeting
10.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	6/23/20	6/23/20	Reported at Council Meeting
11.	6/9/20	Council Meeting	City Code requirements related to outdoor dining – review permit application processes to streamline review and approval process	Community Development	TBD	6/16/20	Email sent on 6/16/20 from City Manager to Council
12.	6/9/20	Council Meeting	Santa Clara Convention Center 3rd Quarter Report – why are audiovisual expenses higher than expected? Are the food expenses high due to providing food for the Senior Food Distribution and/or School Lunches? (Respond via email or Council Informational Memo)	City Manager	6/9/20	6/9/20	Email sent (via Council question/response process on 6/9/20); also posted on website with agenda packet



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
13.	4/28/20	Council Meeting	Invite Supervisor Susan Ellenberg to provide a COVID-19 update at the 5/12 City Council Meeting	City Manager	6/9/20	6/9/20	Reported at Council Meeting
14.	12/17/19	Council Meeting	Initiate discussions with Santa Clara Unified School District regarding Healthier Kids Foundation services (staff met with SCUSD on 2/5/20 to initiate discussions; will return to Council in June with a transition plan)	Parks & Rec/ City Manager	5/26/20	5/26/20	Reported at Council Meeting
15.	4/7/20	Council Meeting	Legislative Advocacy Positions - staff to return with information regarding the City's position on: Redistricting after census, public records and campaign reform (Council to provide questions in advance)	City Manager	TBD	5/26/20	Per City Manager, no questions from Council
16.	4/28/20	Council Meeting	Nonprofits may apply for the City's Small Business Assistance Grant and business license simultaneously	City Manager	5/12/20	5/12/20	Reported at Council Meeting
17.	10/8/19	Council Meeting	Staff to review the expenditure limits for November 2020 – to designate appropriately the expenditure limit for Districts vs. At-Large seats	City Clerk/City Manager	Spring 2020	5/12/20	Reported at Council Meeting
18.	2/11/20	Council Meeting	Update and Direction on Commercial Cannabis-Related Items – staff to return with an Ordinance to ban commercial cannabis	City Manager/ City Attorney	4/28/20	4/28/20	Reported at Council Meeting
19.	10/29/19	Council Meeting	Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting	IT	Spring 2020	4/28/20	Reported at Council Meeting
20.	12/10/19	Council Meeting	Add labor peace provision to GreenWaste Agreement	Public Works	Spring 2020	4/16/20	Email sent to Council on 4/16/20 re: labor peace
21.	2/11/20	Council Meeting	Discussion and Direction on the Santa Clara Tourism Improvement District (TID) Assessment Formula and Transient Occupancy Tax – staff to return with a district management plan reflecting a 1.5% TID assessment with option to increase to 2% as more info about alternate funding is received	City Manager/ Finance	May 2020	4/8/20	Reported at Council Meeting
22.	3/17/20	Council Meeting	Staff to review/return with options for temporary moratorium on evictions for renters as well as information to landlords on evictions during the COVID-19 emergency	Community Development/ City Attorney	3/24/20	4/7/20	Reported at Council Meeting
23.	11/19/19	Council Meeting	Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street – return to Council in 120 days with a term sheet, a drinking well study and discussion on the preservation of historical railroad property. (Staff returned to closed session in August 2020 and is scheduled to return at closed session on 10/13/20).	City Manager	3/31/20	4/7/20	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
24.	3/5/20	Stadium Authority	Stadium Budget – City Attorney to return with legal opinion regarding options on approving the Stadium Budget	City Attorney	March 2020	3/24/20	Reported at Council Meeting
25.	3/17/20	Council Meeting	Review food options for at-risk children and families	City Manager	TBD	3/19/20	Email sent to Council from City Manager on 3/19/20
26.	4/9/19	Council Meeting	Street Racing and Sideshows: take steps to make the 2004 ordinance operative and increase enforcement within existing resources	Police	2/25/20	2/25/20	Reported at Council Meeting
27.	1/31/20	Council Priority Setting Session	Public Works to prepare a letter for Mayor to send to Chappie Jones (a positive letter requesting San Jose to keep the City informed if they have specifics on an Innovation Zone project for Santa Clara to consider that does not impact residents)	Public Works	TBD	2/12/20	Staff prepared letter for Mayor's signature; signed letter mailed on 2/12/20
28.	12/3/19	Council Meeting	Council Policy 030 – Adding an Item on the Agenda – return to Council with amended policy replacing the word consensus with Council action	City Attorney/ City Manager	2/11/20	2/11/20	Reported at Council Meeting
29.	11/12/19	Council Meeting	Provide a comparison of the district assessment/TOT with other cities – are there other cities that also have the same type of district assessment? What are the Pros and Cons of the TID assessment change taking into consideration overall TOT? How do the TID Hotels feel about an increase in TOT (potentially 3%)	City Manager	2/11/20	2/11/20	Reported at Council Meeting
30.	11/12/19	Council Meeting	Destination Marketing Organization – Report back to Council in 90 days regarding CEO search; include detailed timeline for hiring of CEO	City Manager	2/11/20	2/11/20	Reported at Council Meeting
31.	11/5/19	Council Meeting	Schedule a Study Session regarding the pros and cons of General Obligation (GO) bonds and parcel tax	Finance	2/11/20	2/11/20	Reported at Council Meeting
32.	4/25/19	Council Meeting	City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance	City Attorney/ City Clerk	2/10/20	2/10/20	
33.	1/14/20	Council Meeting	Michael Fisher spoke during Public Comment about a small development project he undertook at his residence on Civic Center Drive. He had complaints about the process and the requirements that were placed on the project. (Assistant City Manager Manuel Pineda and Public Works Director Craig Mobeck met with Mr. Fisher on 1/24/20; City Manager provided a	City Manager/ Public Works	February 2020	2/4/20	2/4/20 a letter was sent to Mr. Fisher; he continues to correspond with staff via email



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 10/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
			verbal report at the 1/28/20 Council Meeting; Assistant City Manager Manuel Pineda will follow up with a letter to Mr. Fisher.)				
34.	6/4/19	Council Meeting	Councilmember O'Neill to provide more clarity on Innovation Zone referral (on 11/19/19 Council deferred this item to the January Council Priorities and Goal Setting Sessions).	City Manager	1/30 – 1/31/20	1/31/20	Discussed at Council Priority Setting Session
35.	1/14/20	Council Meeting	Communications Consultant Agreements – Staff to add language to agreements to have agreements reviewed annually	City Manager	TBD	1/29/20	Language has been added to agreements re: annual review
36.	1/14/20	Council Meeting	Architectural Review Ordinance – Continued to add new language to Ordinance for certain projects that would trigger Public Hearing	City Attorney/ Community Development	1/28/20	1/28/20	Reported at Council Meeting
37.	7/9/19	Economic Development, Communications and Marketing Committee	Procure additional resources to support communications and marketing of local activities to enhance community's awareness of municipal services and activities	City Manager	January 2020	1/14/20	Reported at Council Meeting
38.	12/10/19	Council Meeting	False Alarm Ordinance – Continue item to 1/14/20 for staff to conduct broader public outreach and gather public input	Police/ City Attorney	1/14/20	1/14/20	Reported at Council Meeting
39.	12/10/19	Council Meeting	False Alarm Ordinance – Police Department to follow up with resident regarding financial assistance for fees	Police	1/14/20	1/14/20	Reported at Council Meeting
40.	12/17/19	Council Meeting	Community Room Study Session – Continue item to 1/14/20 and return with responses to Suds Jain's questions regarding reservation process, rates for facilities at Oracle and houses across the street behind Triton, and provide a master list of facilities and who to contact for reservation	Parks & Rec/ City Manager	1/14/20	1/14/20	Reported at Council Meeting
41.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred for Council consideration a request to the City Council to terminate the billboard agreement with All Vision, LLC (staff in process of analyzing further)	City Manager	January 2020	1/9/20	Letter sent from City Manager to All Vision on 1/9/20; Memo to Council from City Attorney on 1/9/20



City of Santa Clara

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Agenda Report

20-925

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Tentative Meeting Agenda Calendar (TMAC) [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



City of Santa Clara

Tentative Meeting Agenda Calendar

Tuesday, October 27, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 20-770** Action on 2020 Q3 Legislative Update
- 20-960** Action on a Resolution Approving and Authorizing the City Manager to execute an Amended and Restated Affordable Housing Agreement with ZAEN Partners, LLC for construction of 150 affordable housing units located at 2302 Calle Del Mundo and Approve the Related Budget Amendment
- 20-496** Adoption of Emergency Worker Recall and Retention Ordinance [Tentative]

Tuesday, November 10, 2020 Council and Authorities Concurrent Meeting

Special Order of Business

- 20-740** Sikh Awareness and Appreciation Month

Public Hearing/General Business

- 20-705** Early Consideration of Proposed General Plan Amendment Application for the Project Located at 500 Benton Street [APN's: 230-08-061 (Santa Clara Valley Transportation Authority and 230-08-078 (City)]
- 20-496** CM O'Neill VTA Item
- 20-792** Action on the introduction of an Ordinance Amending Chapter 10.05 of the City Code ("Motor Vehicle and Traffic Regulations") to Address Assembly Bill 503

Tuesday, November 17, 2020 Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 20-496** Adopt a Resolution of Intent to Incur Debt
- 20-82** Action on Petition to Place an Item on Council Agenda to Proclaim Section of El Camino Real as Korea Town

- 20-694** **Public Hearing:** Action on a Proposed Resolution Amending Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers
- 20-744** **Public Hearing:** Actions on Amendments to the Tasman East Specific Plan (TESP) to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirement; and to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of mixed use buildings and to correct an error regarding permissible density ranges, including an override of an Airport Land Use Commission (ALUC) determination of inconsistency with the SJC Airport Comprehensive Land Use Plan (CLUP).
- 20-787** **Public Hearing:** Action on a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee, Action on the Introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions
- 20-924** **Public Hearing:** Electric Overhead Easement Acquisition for South Loop

Stadium Authority Items

- 20-756** Action on the Santa Clara Stadium Authority Financial Report for Quarters Ending June 30, 2020 and September 30, 2020 and Related Budget Amendments

Tuesday, December 8, 2020 Council and Authorities Concurrent Meeting

Special Order of Business

- 20-716** Adopt a Resolution Declaring the Results of the Canvass of Returns of the Consolidated Municipal Election held on November 3, 2020 with the Presidential General Election [Tentative]
- 20-717** Administration of the Oath of Office to the newly Elected Officers for Council District 1, 4, 5 and 6, Chief of Police and City Clerk [Tentative]

Public Hearing/General Business

- 20-990** Action on Resolution Approving the 2021 Historical and Landmarks Commission Calendar of Meetings

Friday, December 11, 2020 New Council Orientation 10:00 AM – 5:00 PM

Tuesday, December 15, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 20-806** Review of Sanitary Sewer Services in the City and Discussion of Private Sewer Lateral Responsibilities
- 20-496** FY 2020/21 Budget Rebalancing Actions to Address COVID-19 Pandemic Impacts

Monday, February 1, 2021 Council Priority Setting Session I 8:00 AM – 5:00 PM

Tuesday, February 2, 2021 Council Priority Setting Session II 8:00 AM – 5:00 PM

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE

- 20-496** Action to Authorize the City Manager to enter into an agreement to conduct an organizational assessment of information technology services
- 20-496** Action to Authorize the City Manager to enter into an agreement to exceed \$200,000 to conduct a review and update of the City's Administrative Policies
- 20-1335** Action on the Central Park Master Plan Update and Introduction of an Ordinance in accordance with City Charter section 714.1
- 20-496** Comprehensive Signage Program
- 20-496** CFD Petition
- 20-496** Park rules update ordinance- two readings [signs]
- 20-1216** Joint Dinner Meeting with Planning Commission
- 20-1311** Joint Dinner Meeting with Parks and Recreation Commission
- 20-338** Recognition of the Santa Clara Women's League donation of \$15,000 to support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long" Health & Wellness Fair
- 20-187** Update on the Downtown Precise Plan
- 20-705** Early Consideration of Proposed General Plan Amendment Application for the Project located at 500 Benton Street [APN's 230-08-061 (Santa Clara Valley Transportation Authority) and 230-08-078 City)]